

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW65-01-B-0006	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Feb-2001	PAGE OF PAGES 1 OF 26
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W26GLG-1010-0290	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096  TEL: (757) 441-7744      FAX: (757) 441-7183	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div>
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9. FOR INFORMATION CALL:	A. NAME SUSAN I HURST	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 441-7747
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SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Maintenance Dredging, Rudee Inlet, Virginia Beach, VA. The project consists of maintenance dredging the Rudee Inlet Entrance Channel and Sand Trap by hydraulic pipeline method. The Entrance Channel shall be dredged to depths varying from 10 feet and 12 feet MLLW (NOS) with 2 feet of allowable overdepth. The contractor shall place the dredged material in the Government furnished, unconfined, shoreline dredged material management area, and construct finished elevations and grades in the placement area to the tolerances specified.

This is a SMALL BUSINESS SET-ASIDE procurement.

POC  
 Susan Hurst  
 757-441-7747 fax 757-441-7183  
 susan.i.hurst@usace.army.mil

11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>30</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10 .)	
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 14:00:00 (hour) local time 3/15/01 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>											
<b>OFFER (Must be fully completed by offeror)</b>											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>						
					<b>See Item 14</b>						
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>						
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY			CODE
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE			31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

## SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization FFP PURCHASE REQUEST NUMBER W26GLG-1010-0290	1.00	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Dredging Rudee Inlet FFP - Dredging Rudee Inlet Entrance Channel to depths varying between 10 feet and 12 feet with two feet allowable overdepth; and the Sand Trap to a depth of 18 feet with two feet allowable overdepth, complete, including all associated work as indicated and specified PURCHASE REQUEST NUMBER W26GLG-1010-0290	44,280.00	Cubic Yard		

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NET AMT

**TOTAL CLIN 0001 and 0002**

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## SECTION 00100 Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials	FEB 2000
52.232-15	Progress Payments Not Included	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, US Army Corps of Engineers, Norfolk District, 803 Front Street, Norfolk VA 23510.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Stephen Powell  
Address: CENAO, 803 Front Street, Norfolk VA 23510  
Telephone: 757-441-7788

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/VFFARA.HTM>

#### E4LC CONSTR 02      AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

#### E4LC CONSTR 03      AMOUNT OF BID OR OFFER GUARANTEE

Bid or offer guarantee in a penal sum of 20 percent of the bid price or \$3,000,000, whichever is the lesser, will be required if the bid or offer price is in excess of \$25,000. If the guarantee is submitted in the form of a bid bond, Standard Form 24 will be used and the bond penalty may be expressed in terms of a percentage of the bid or offer price or may be expressed in dollars and cents.

#### E4LC CONSTR 04      EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

#### E4LC CONSTR 05      PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

## E4LC CONSTR 06      INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the the Area Engineer identified in the clause 52.236.27, entitled "SITE VISIT (CONSTRUCTION)."

## E4LC CONSTR 07      SUBCONTRACTING PLAN

If the offeror is a large business and the offer amount exceeds \$1,000,000.00, he shall submit a subcontracting plan within three (3) working days of being notified (either verbally or in writing) that he is the apparent low bidder or is otherwise in line for award. The subcontracting plan shall be reviewed and approved by the Contracting Officer prior to award.

## E4LC CONSTR 08      MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is  
between \$ 500,000.00 and \$ 1,000,000.00.

## E4LC CONSTR 09      BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

## E4LC CONSTR 10      UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award.

An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

## E4LC CONSTR 23      INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

## E4LC CONSTR 24      AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and

owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

52.0000-4009

CONTRACTOR PERFORMANCE AND BANKING INFORMATION

1. Prior to awarding a contract, the Government must conduct a PRE-AWARD SURVEY of the firm selected for award. In order for us to minimize delays in conducting the survey and awarding the contract, you are requested to provide the following information with your offer:

- a. BANK:           Branch/Location  
   Point-of-Contact  
   Telephone Number/Fax Number

Please contact the bank in advance so they will release the necessary information regarding average balances in your operating accounts, lines of credit, and credit history.

- b. 3 CURRENT PROJECTS OF SIMILAR SCOPE AND SIZE:

Project Title/Contract Number  
 Customer  
 Point-of-Contact  
 Telephone Number/Fax Number  
 \$ Value  
 % Complete  
 Scheduled Completion Date

- c. 3 COMPLETED PROJECTS OF SIMILAR SCOPE AND SIZE:

Same as CURRENT PROJECTS; however, in lieu of "% Complete"  
 and "Scheduled Completion Date," provide "Completion Date."

- d. DO NOT PROVIDE VOLUMINOUS LISTINGS OF YOUR FIRM'S CONTRACTING HISTORY.

2. If you wish to shield this information from public view at the bid opening, the information may be placed in an envelope with the following legend:

PRE-AWARD SURVEY INFORMATION  
 SOLICITATION NO. \_\_\_\_\_  
 <YOUR FIRM'S NAME>

## SECTION 00600 Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)



52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23499 (insert NAICS code).

(2) The small business size standard is \$27,500,000.00 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### E4LC CONSTR 01 CORPORATE CERTIFICATE

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

#### CERTIFICATE

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of the  
 corporation named as Contractor herein, that \_\_\_\_\_, was then the  
 \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said  
 corporation of authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
 (Name of Corporation)

\_\_\_\_\_  
 (Signature)

(Corporate Seal)

#### E4LC CONSTR 18 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one in accordance with the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: \_\_\_\_ \_

( ) UNKNOWN

#### E4LC CONSTR 26 SMALL BUSINESS STANDARD FOR DREDGING

(a) FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATION, provides the SIC Code and small business size standard for dredging.

(b) Additionally, to be considered small, a firm must perform at least 40% of the yardage with its own dredging equipment or equipment owned by another small dredging firm.



## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
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52.223-6	Drug Free Workplace	JAN 1997
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999

52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
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52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
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52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
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52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
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52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
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52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **14** (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **. 30 calendar days** \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

Should the total quantity of material to be paid for and actually removed under this contract exceed the quantity from the bidding schedule, additional time will be allowed at the rate of one day for each 6,000 cubic yards in excess of the estimated quantity.

(End of clause)

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$300.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

##### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
<b>26.6%</b>	<b>6.9%</b>



These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Virginia Beach, VA**

#### 52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
none [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....			
Domestic construction material...			

Item 2

Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/VFFARA.HTM>

E4LC CONSTR 27      REQUIREMENT FOR "PAYMENT AND PERFORMANCE BONDS" OR  
"PAYMENT BONDS ONLY"

If the resulting contract is awarded for an amount in excess of \$100,000, the contractor shall be required to provide both payment and performance bonds in accordance with FAR 52.228-15, "Performance and Payment Bonds--Construction." FAR 52.228-15 applies only to those contracts awarded for an amount in excess of \$100,000.

If the resulting contract is awarded for an amount in excess of \$25,000 but no more than \$100,000, the contractor shall not be required to provide a performance bond. The required payment bond shall be provided in accordance with FAR 52.228-13, "Alternative Payment Protections." FAR 52.228-13 applies only to those contracts awarded for an amount in excess of \$25,000 by no more than \$100,000.

Neither payment nor performance bonds are required for contracts awarded for an amount less than \$25,000.

## SECTION 00800 Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

The following Wage Determination is included:

General Decision Number VA000026

General Decision Number **VA000026**  
Superseded General Decision No. VA990026

State: Virginia

Construction Type:  
DREDGING

County(ies):  
STATEWIDE

DREDGING CONSTRUCTION PROJECTS (Excluding HOPPER DREDGING)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):  
STATEWIDE

ENGI0025J 02/01/1998

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	16.91	3.41+a
Engineer	16.09	3.41+a
Derrick Operator	14.97	3.41+a
Electrician	15.25	3.41+a
Carpenter	14.89	3.41+a
Mate	13.91	3.36+a
Welder	14.35	3.36+a
Spill Barge Operator	14.56	3.36+a
Spider Barge Operator	14.56	3.36+a
Tug Master	13.74	3.41+a
Tug Mate	13.18	3.36+a
Tug Deckhand	10.26	3.31+a
Steward	11.27	3.31+a
Oiler	10.95	3.31+a
Deckhand	10.26	3.31+a
Shoreman	10.07	3.31+a
Second Cook	10.26	3.31+a
Messman	10.07	3.31+a
CLAMSHELL DREDGES:		
Operator	16.83	3.41+a

Engineer	15.26	3.41+a
Welder	14.14	3.36+a
Mate	13.62	3.36+a
Oiler	10.95	3.31+a
Deckhand	10.26	3.31+a
Launchman	10.95	3.31+a
Scowman	10.40	3.31+a
Handyman	10.26	3.31+a

## TUGS TENDING CLAMSHELL

## DREDGES:

Tug Master	15.29	3.41+a
Tug Mate	13.44	3.41+a
Engineer	14.68	3.41+a
Assistant Engineer	13.27	3.41+a
Deckhand	10.12	3.31+a
Cook	10.40	3.31+a

## STEWARD DEPARTMENT ON

## CLAMSHELL DREDGES:

Cook	10.01	3.31+a
Mess Cook	9.42	3.31+a
Messman & Janitor	9.28	3.31+a

## FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation contribution of 7% of straight time pay for all hours worked.

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SUVA2041A 11/01/1994

	Rates	Fringes
HYDRAULIC DREDGES UNDER 20":		
Leverman	14.53	2.96+a
Engineer	14.18	2.96+a
Derrick Operator	13.20	2.96+a
Electrician	13.45	2.96+a
Carpenter	13.14	2.96+a
Mate	12.39	2.96+a
Welder	12.78	2.96+a
Spill Barge Operator	12.97	2.96+a
Spider Barge Operator	12.97	2.96+a
Tug Master	12.29	2.96+a
Tug Mate	11.76	2.96+a
Steward	10.42	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a
Tug Deckhand	9.50	2.96+a
Shoreman	9.32	2.96+a
Second Cook	9.50	2.96+a
Messman	9.32	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a

Night Cook	9.50	2.96+a
Janitor/Porter	9.50	2.96+a

## DIPPER DREDGES:

Operator	14.59	2.96+a
Engineer	14.04	2.96+a
Welder	12.78	2.96+a
Mate	12.39	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a
Launchman	10.12	2.96+a
Scowman	9.63	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a

## TUGS:

(Tending Dipper Dredges)

Tug Master	13.16	2.96+a
Engineer	12.96	2.96+a
Tug Mate	11.87	2.96+a
Assistant Engineer	11.75	2.96+a
Deckhand	9.37	2.96+a
Cook	9.63	2.96+a

## STEWARD DEPARTMENT:

(On Dipper Dredges)

Cook	9.27	2.96+a
Mess Cook	8.74	2.96+a
Messman and Janitor	8.61	2.96+a

## DRILL BOATS:

Engineer	14.18	2.96+a
Blaster	13.69	2.96+a
Driller	13.69	2.96+a

## FOOTNOTES APPLICABLE TO ALL ABOVE CRAFTS:

## a. PAID HOLIDAYS AND VACATION:

New Year's Day, Memorial Day, Independence Day,  
Good Friday, Labor Day, Thanksgiving Day, and Christmas  
Day; plus vacation contribution of 7% of straight time  
pay for all hours worked.

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Unlisted classifications needed for work not included within the  
scope of the classifications listed may be added after award only  
as provided in the labor standards contract clauses (29 CFR 5.5(a

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION



following Section 00800, identified as VA000026.

#### E4LC CONSTR 12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability	
(for each motor vehicle):	
Bodily injury or death	\$200,000 per person
	\$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

#### E4LC CONSTR 13 PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

#### E4LC CONSTR 14 PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in

determining contractor responsibility.

E4LC CONSTR 16      ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

TECHNICAL SPECIFICATIONS  
FOR  
DREDGING RUDEE INLET  
VIRGINIA BEACH, VIRGINIA

PREPARED AND  
ISSUED BY  
DEPARTMENT OF THE ARMY  
NORFOLK DISTRICT, CORPS OF ENGINEERS  
OPERATIONS BRANCH  
WATERFIELD BUILDING  
803 FRONT STREET  
NORFOLK, VIRGINIA 23510-1096

TECHNICAL SPECIFICATIONS  
MAINTENANCE DREDGING  
RUDEE INLET  
VIRGINIA BEACH, VIRGINIA

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## SECTION 01005

### SPECIAL WORK REQUIREMENTS AND RESTRICTIONS

12/00

#### **PART 1 GENERAL**

##### 1.1 SPECIAL WORK REQUIREMENTS

The work consists of dredging Rudee Inlet to depths indicated. The Contractor shall perform the scheduled work with a hydraulic dredge and pipeline and deposit the dredged material in the Government furnished beach placement site as indicated. All dredging, transport and placement of dredged material under this contract shall be in strict compliance with the conditions set forth in the Virginia Department of Environmental Quality Water Protection Permit and the Virginia Marine Resources Commission Permit that are included as a part of this contract at the end of SECTION 01354 ENVIRONMENTAL PROTECTION FOR CIVIL WORKS. The contract plans and specifications have been prepared to comply with these permits which were established during the planning and development of this project. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior approved in writing by the Contracting Officer, and any non-compliance with or violation of the conditions stated in the permits, shall be cause for the Contracting Officer issuing a stop work order. Any stop work orders issued for these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the Contractor.

##### 1.1.1 Order of Work

The Contractor shall perform all required dredging and material placement operations at Acceptance Section 1 first and all required dredging and material placement at Acceptance Section 2 second.

##### 1.1.2 Limitations of Dredging

Due to time-of-year restrictions, dredging and dredged material placement operations at Rudee Inlet can only be performed from 11 September through 22 May. Under no circumstances shall the

Contractor's plant and ancillary equipment be within the beach placement area between 23 May 2000 and 10 September 2000.

## 1.2 SECURITY AND PUBLIC SAFETY OF WORK AREAS

The dredging and placement area is accessible to the general public; however, the Government will not undertake to exclude the public or restrict public access to the site during the work. The Contractor shall fully comply with the provisions of OSHA safe working practices and the Safety and Accident Prevention requirements of these specifications. The Contractor shall employ the use of signs, barricades, barriers, flagmen, and any other devices and measures required to assure public and worker safety at the dredging and placement areas at all times.

## 1.3 NOISE CONTROL AND ABATEMENT

The Contractor shall employ the use of properly installed and maintained mufflers, silencers, and manufacturer's recommended sound suppressors on all plant, machinery, and equipment used on this work. The use of sound signals such as whistles, horns, or bells shall not be used if two-way radio communication can accomplish the required function. The Contractor shall not operate mechanical equipment on the beach between the hours of 9:00 p.m. and 7:00 a.m. The Contractor shall not use sound signals, with the exception of those signals required for vessel operations by the U.S. Coast Guard, during the time between sunset and sunrise.

## 1.4 COOPERATION WITH OTHER CONTRACTORS

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant, and shall schedule and perform this work, so as to effectively cooperate with all other contractors and Government agencies.

## 1.5 COORDINATION BETWEEN CONTRACTORS

It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other contractors. Should there be any conflict between these limits, the Contractor shall immediately notify the Contracting Officer of the conflict, and the Contracting Officer's decision shall be final.

## 1.6 NOTIFICATION OF DREDGING

### 1.6.1 Notification of Intent to Dredge to Virginia Department of Environmental Quality (DEQ)

The Contractor shall notify the DEQ, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall at the same time furnish a copy of the notice to the Contracting Officer. The Contractor shall include the Virginia Water Protection (VWP) Permit Number on all correspondence and reports sent to the Department of Environmental Quality.

### 1.6.2 Report of Dredging to the Virginia Department of Environmental Quality (DEQ)

The Contractor shall report the following information to the Virginia Department of Environmental Quality:

- (a) Date on which dredging operations started
- (b) Date on which dredging operations were completed
- (c) Amount of material dredged (in cubic yards)

The report of dredging shall be completed by the Contractor for each dredging area and forwarded, in writing, within 30 calendar days of completion of dredging operations, to the DEQ, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462. The Contractor shall at the same time furnish a copy of the report to the Contracting Officer.

### 1.6.3 Notification of Intent to Dredge to Virginia Marine Resources Commission - Habitat Management Division

The Contractor shall notify the Virginia Marine Resources Commission, Habitat Management Division, attention Randy Owen, 2600 Washington Avenue, Post Office Box 756, Newport News, Virginia 23607-0756, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall at the same time furnish a copy of the notice to the Contracting Officer. The Contractor shall include the Virginia Marine Resources Commission (VMRC) Permit

Number on all correspondence and reports sent to the Virginia Marine Resources Commission.

## 1.7 PHYSICAL DATA

### 1.7.1 Physical Conditions Information

The physical conditions indicated on the drawings and described in the specifications are the result of site investigations and surveys. Information and data furnished or referred to below is furnished for the Contractor's information; however, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn from this information or data by the Contractor.

### 1.7.2 Weather Conditions Information

Complete weather forecasts, records and reports may be obtained from the National Weather Service in Wakefield, Virginia, telephone (757) 899-4200, Menu selection service or operator assisted as applicable. The Contractor shall satisfy himself as to the hazards likely to arise from the weather conditions during the dredging period.

### 1.7.3 Weather/Physical Conditions

The Entrance Channel and Sand Trap are at times exposed to severe winds and to severe ocean waves that may cause some suspension of work. The Inlet is tidal with a mean tide range of approximately 3.42 feet based on NOS observations at the Virginia Beach Fishing Center.

### 1.7.4 Condition of Dredging Area

The plans for dredging show the condition of the Channel and Sandtrap at the time of the most recent survey; however, the condition of the dredging areas will be verified by a survey made before dredging. The dredging area may contain trash, debris, and small obstructions not shown on the plans for dredging. A 14-inch diameter metal pipeline crosses the Entrance Channel at the location shown on the drawings; however, the Contractor shall verify the exact location of the pipeline and insure his plant and equipment does not come in contact or damage the pipeline. The Contractor shall not set anchors, drop spuds or allow any other plant and equipment to touch the



channel bottom within 25 feet of the horizontal path of the pipeline. An overhead power line crosses the inner channel with a vertical clearance of approximately 42 feet above MHW (NOS); however, the Contractor shall verify the exact location and vertical clearance of the power line. The General Booth Boulevard Bridge crosses the Inner Channel at the approximate location shown on the drawings. This bridge is fixed with a vertical clearance of approximately 29 feet MHW (NOS). The Contractor shall determine the exact location and vertical clearance of the bridge, and maintain a safe distance from the bridge structure. Riprap armor stone protection is located within the vicinity of the dredging operations. The Contractor shall determine the exact location and depths of the riprap stone, and maintain a safe distance from the stone structures. Obstructions or other structures are known to be in the dredging area and are identified on the plan drawings. The bulkheads, piers, docks, mooring piles, jetties, weirs and similar items in the areas adjacent to the dredging areas are in various conditions ranging from total deterioration to properly maintained. The Contractor shall exercise due care in all dredging and attendant plant operations to prevent damage to adjacent structures, bulkheads, jetties, weirs, piers, docks, mooring piles, vessels, and any existing items to remain in the work area during dredging operations. The Contractor shall notify the Contracting Officer immediately if any structure is damaged or otherwise disturbed.

#### 1.7.5 Obstruction of Channel

The Government will not undertake to keep the area of channels free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act, approved 3 August 1917.

The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors' plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage.

Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under this contract in navigable water or on shore.

#### 1.7.6 Responsibility

The Contractor shall hold and save harmless the United States, its officers, and employees from all claims that may arise as a result of the Contractor's negligence in connection with the work performed under the contract, from noncompliance by the Contractor with the provisions of the contract drawings and specifications, or from the instruction of the Contracting Officer.

#### 1.7.7 Channel Traffic

Rudee Inlet is the home base for numerous shallow and medium draft commercial seafood vessels, tour boats, head boats, barges, tugs, Naval vessels, pleasure crafts, and various other crafts. The Contractor shall expect that the traffic will cause periodic delays and interruptions of his operations.

#### 1.7.8 Oyster Grounds

There are no known oyster grounds in the vicinity of the areas to be dredged.

### 1.8 LAYOUT OF WORK AND SURVEYS

#### 1.8.1 General

The Contractor shall be responsible for the layout of all work and have all markings placed in the field marked by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The markings shall be placed in the immediate work areas only and shall be removed once a work area has been accepted. The Government will establish the tide staff gauge within vicinity of the work area. The in-place markings shall be verified by the Government before dredging and dredged material placement operations commence. The Contractor shall provide the Contracting Officer written notice at least 14 calendar days in advance of commencement of dredging and dredged material placement operations to assure the completion of the initial Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. As applicable, the Government will furnish within 14 calendar days of receipt of a written request by the Contractor, the corner point coordinates for each contract dredging area or acceptance section, and the coordinates and monument descriptions for the

existing horizontal control within vicinity of the work areas.

All requests shall be addressed to U.S. Army Corps of Engineers, Norfolk District, Operations Branch, Survey Section, CENAO-EN-TS-ON, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning this request is Chief, Navigation Support and Survey Section, telephone (757) 441-7125, or FAX (757) 441-7664. The Contractor shall be responsible for using this information to dredge within the areas and prisms as shown, and to deposit the dredged material at the locations indicated. The Contractor shall establish and maintain at his own expense all markings of the dredging and placement areas and shall remove same upon completion of the work. The contract completion time will not be extended due to failure of the Contractor to adequately establish and maintain his markings of the work areas.

#### 1.8.1.1 Electronic Survey and Positioning Systems

When the Contractor utilizes electronic survey and positioning systems to perform dredging and dredge material placement operations, all work accomplished with the use of the systems shall be reviewed and certified as accurate by the Contractor's Quality Control Manager. This signed certification shall be submitted as a part of the Daily Report of Operations in accordance with the requirements of SECTION 01451 to assure that all work performed with the use of the equipment and systems meets contract requirements.

#### 1.8.2 Before Dredging Survey

The Contractor shall give the Contracting Officer written notice at least 14 calendar days prior to arrival of the dredge plant at the first work area or acceptance section, and shall furnish written notice at least 14 work days in advance of need for subsequent before dredging surveys. It is understood that the surveys made in response to notice by the Contractor will constitute the before dredging survey and that any subsequent surveys occasioned through Contractor delays will be charged against the Contractor at a rate of \$3,000 per day. The Contracting Officer will not be responsible for any delays in the commencement of work caused by incomplete surveys if the Contractor fails to provide adequate advance written notice as specified.

#### 1.8.3 Datum and Bench Marks

The plane of reference mean lower low water (MLLW) as established by National Ocean Service (NOS), will be used on the drawings and in these specifications and was established by the following bench mark:

BENCHMARK, NOS "863 9207-B 1984"  
Elevation 10.42 feet above MLLW (NOS):

The benchmark is located in the City of Virginia Beach, Virginia. To reach the benchmark, proceed South on Pacific Avenue to just North of the Rudee Inlet Bridge and turn West on Winston Salem Road and enter the property of the Virginia Beach Fishing Center. The monument is situated near the Northwest corner of the Tackle Shop, 15.0 feet East of the gravel parking area, 32.0 feet North from the wooden shed connected to a house, 8.0 feet West from the Northwest corner of the house, and 15.8 feet from a power pole (P046). The monument is a brass disk set one inch below the ground in a concrete base one foot in diameter and three feet deep.

#### 1.8.4 Use of Coast Guard Navigation Aid Structures

The Commander, Fifth Coast Guard District, has authorized the Norfolk District, Corps of Engineers, and its Contractors to use fixed Federal aids to navigation structures, established and maintained by the U.S. Coast Guard, for support of temporary dredging tide gauges when performing Federal dredging operations. If a Contractor chooses to use navigation aid structures for this purpose, he shall abide by the following requirements:

a. The Contractor shall advise the Commander, Fifth Coast Guard District, Aids to Navigation Branch, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704, in writing, of his intention to attach tide gauges to navigation aid and structures, prior to commencing a dredging project. This notice shall include the name of each aid to navigation to which tide gauges are to be attached, and the anticipated dates the gauges will be attached and removed. A copy of this notice shall be furnished at this time to the Contracting Officer.

b. The Contractor shall be required to remove any temporary tide gauges immediately upon completion of dredging operations and demobilization of dredging plant. The

Contractor shall at his expense repair or replace any aids that he has damaged or destroyed as a result of the Contractor's use of such aids.

c. This provision refers only to Federal aids to navigation structures and does not authorize the Contractor to utilize aids that are not established and maintained by the U. S. Coast Guard. This provision also does not authorize the Contractor to utilize Federal navigation aid structures for any purposes other than the support of temporary tide gauges.

## 1.9 ACCOMMODATIONS AND MEALS FOR CONSTRUCTION REPRESENTATIVES

### 1.9.1 Accommodations

(a) Work Space - The Contractor shall furnish regularly to Government construction representatives on board the dredge a suitable working and storage space, equipped and maintained to the satisfaction of the Contracting Officer or his representative. As a minimum the facilities shall include a desk with chair for plan study, and a file drawer, approximately 15" by 24", capable of being locked with a padlock. The working space need not be a separate room, but shall be properly lighted, ventilated, and heated.

(b) Cellular Telephone and FAX Machine - The Contractor shall provide a cellular phone and FAX machine aboard the dredge which shall be made available for official use by the Government Inspectors on a 24-hour a day basis to exclusively conduct Government business and emergency calls.

### 1.9.2 Subsistence

If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at a rate of \$5.00 for breakfast, \$5.00 for lunch, and \$14.00 for supper.

### 1.9.3 Costs

The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included

in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments due to the Contractor.

## 1.10 INSPECTION

### 1.10.1 General

The presence of the construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE" of this Section.

b. To furnish, on the request of the Contracting Officer or any construction representative, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the dumping grounds. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and any resultant cost incurred by the government will be deducted from any amounts due or to become due the Contractor.

### 1.10.2 Hours of Work

The Contractor will be allowed to perform work 24 hours per day, seven days per week, including holidays, for the entire performance period, except as specified for mechanical equipment on the beach and as may be otherwise directed by the Contracting Officer. Precautions for night work shall be coordinated with the Job Hazard Analysis. Adequate lighting in compliance with all OSHA Regulations and Coast Guard Regulations for thorough inspection of night operations and public safety shall be provided by the Contractor at his expense.

### 1.11 CONTINUITY OF WORK

Payment will not be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such areas, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

### 1.12 SHOALING

#### 1.12.1 Shoaling Prior to Dredging

The drawings and quantity estimates are based on the condition of the channel and turning basin at the time of the most recent surveys; however, the actual quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

#### 1.12.2 Shoaling Subsequent to Dredging

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished basin, because of the natural lowering of the side slopes, redredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

### 1.13 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work or any portion of the work which in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The Contractor shall provide notice in writing at least 14 calendar days in advance of the completion of dredging of each acceptance section to insure prompt performance of the after dredging acceptance surveys. If the Contractor fails to provide this written notice as specified, the Contracting Officer will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than two sounding operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such third and any subsequent sounding operations will be charged against the Contractor at the rate of \$3,000 per day for each day in which the Government Plant is engaged in sounding or is enroute to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

#### 1.13.1 Acceptance Sections

For the purpose of final acceptance of dredging, the work is broken down into the following acceptance Sections:

##### Acceptance Section 1

Acceptance Section 1 will consist of the Outer Channel and the Inner Channel and must be completed and accepted by the government before commencing the work on Acceptance Section



2.

ACCEPTANCE SECTION 2

Acceptance Section 2 will consist of the Sand Trap.

1.14 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65-feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

1.15 SAFETY AND ACCIDENT PREVENTION

1.15.1 Safety Plan

The contractor shall not commence work at a job-site prior to the Government's review of an acceptable contractor accident prevention plan per the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and discussion of the accident prevention plan at a prework meeting. Allow five days for Government review of the accident prevention plan.

1.15.2 Conflicts

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, Coast Guard, as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). When a conflict exists between Corps of Engineers Safety and Health Requirements Manual, nationally recognized consensus standards, or the contract plans and specifications, the most stringent requirements as determined by the Contracting Officer will govern.

1.15.3 Corps of Engineers Standards

Corps of Engineers Manual EM 385-1-1, 1996 edition, is hereby

supplemented or revised as follows.

#### 1.15.3.1 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an activity hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or minor hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The analysis shall be signed by the Project Superintendent and the Corps of Engineers Project Inspector. A copy of the analysis shall be kept on the job site and reviewed with employees during orientation and during weekly safety meetings.

#### 1.15.3.2 Means of Escape for Personnel Quartered, or Working on Floating Plant

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plant. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inches by 36 inches) which leads to a different exit route.

#### 1.15.3.3 Emergency Alarms and Signals.

(a) Emergency Alarms - Alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(b) Fire Alarm Signals - The general fire alarm signal shall be in accordance with Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels.

(c) Abandon Ship Signals - The signal for abandon ship shall be in accordance with the reference cited in (b) above.

(d) Man-Overboard Signal - Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

#### 1.15.3.4 Hurricane Plan

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm, shall be submitted for approval as a part of the Contractor's Accident Prevention Program. The plan shall include as a minimum:

(a) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(b) The safe harbor for personnel and plant specifically identified.

(c) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(d) The estimated time necessary to move the plant to the safe harbor after movement is started.

#### 1.15.3.5 Equipment and Machinery Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and equipment. The list shall be maintained at the job site in a current status at all times.

#### 1.15.3.6 Head Protection (Hard Hat)

The entire work site under this contract is designated as a hard hat area. The Contractor shall post the area in accordance with the requirements of EM 385-1-1, and shall insure that all prime and subcontractor personnel, vendors and visitors utilize hard hats while within the project area.

#### 1.15.3.7 Attendance at Safety Meetings

In order to allow for maximum attendance at weekly tool box (Safety) meetings, and monthly supervisor meetings by Corps of Engineers personnel, Contractors shall notify the Contracting Officer 5 calendar days prior to the start of work, of the time and location of all such scheduled meetings. The contractor shall keep minutes and provide copies to all parties attending.

#### 1.15.4 Hydraulic Dredge, Pipelines, and Attendant Plant

##### 1.15.4.1 Equipment and Machines

All operable equipment and machines, shall be checked for:

(a) Manufacturer's safety instructions, permanent-mounted and easily read.

(b) Guard Rails and life-lines at overboard access areas, as applicable.

(c) Cover exposed moving parts with safety-guards to prevent someone from accidentally stepping or falling on them.

#### 1.15.5 Front End Loader - Backhoe Machines

##### 1.15.5.1 Checks

All front end loader-backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be checked for:

(a) Exposed backhoe boom swing foot pedals.

(b) Backhoe boom swing lever which can be reached by a man standing on the ground or on the outrigger support bracket.

##### 1.15.5.2 Controls

Where these conditions exist, guards shall be fabricated to:

(a) Cover over exposed foot pedals to prevent someone from accidentally stepping on them.

(b) Inclose the swing lever so as to preclude operation from the ground or from the outrigger support bracket.

#### 1.15.6 Crawler-, Truck-, and Wheel-Mounted Cranes

(a) When a crane is performing duty cycle work (such as clamshell, dragline, grapple, or pile driving) it does not require anti-two block equipment. If the crane is required to make a non-duty cycle lift (for example, to lift a piece of equipment, a tool box, or supplies), it will be exempt from the anti-two block equipment requirements if the following procedures are implemented:

(1) an international orange warning device (warning flag, warning tape, or warning ball) is properly secured to the hoist line at a distance of 8 to 10 feet above the hoist rigging;

(2) the signalperson (or an individual designated as the signalperson) acts as a spotter to alert the crane operator with a "STOP" signal when the warning device approaches the boom tip and the crane operator ceases hoisting functions when alerted of this; and

(3) while the non-duty cycle lift is underway, the signal person shall not stand under the load, shall have no duties other than signalperson, and shall comply with the signaling requirements of EM 385-1-1;

(b) Anti-two block devices are always required when hoisting personnel by crane or derrick.

#### 1.16 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

##### 1.16.1 Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", Region II. Working conditions shall be considered to be average for

determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

#### 1.16.2 Rentals

Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

#### 1.16.3 Data

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

### 17. BRIDGE-TO-BRIDGE RADIO COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 megahertz per second with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission.

#### 1.17.1 Radio

The Contractor shall provide the Government construction representative a portable radio capable of communicating with the dredge for the duration of work under this contract. The Contractor shall maintain the radio as required.

#### 1.18 NOTIFICATION OF COAST GUARD

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 5 work days prior to the commencement of this dredging operation.

##### 1.18.1 Local Notice To Mariners

The Local Notice To Mariners (LNM) for the Fifth Coast Guard District is available on the Internet at:  
<http://www.navcen.uscg.mil/lnm/d5/default.htm>. The phone number is (757) 398-6367 and e-mail is:  
[ntm/d5oan@internet.uscg.mil](mailto:ntm/d5oan@internet.uscg.mil). The LNM is the primary means for disseminating information concerning aids to navigation, hazards to navigation, and other items of marine information of interest to mariners on the waters of the United States, its territories, and possessions. These notices are essential to all navigators for the purpose of keeping their charts, light lists, Coast Pilots and other nautical publications up-to-date. These notices are published weekly. They may be obtained free of charge, by making application to the Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. If the Contractor encounters any objects on the channel bottom during dredging operations or transport of his plant which could be a hazard to navigation, he shall notify the Coast Guard immediately as to location and at the same time notify the Contracting Officer.

##### 1.18.2 Navigation Aids

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract,

the Contractor shall notify the U.S. Coast Guard in writing at the address above with a copy to the Contracting Officer not less than 15 calendar days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position. All notifications to the U.S. Coast Guard shall at the same time be provided to the Contracting Officer and recorded in the Daily Report of Operations. In the event that the Contractor disturbs or damages any navigation aid during work operations, which includes during mobilization or demobilization of his plant, the Contractor shall immediately stop the activity which disturbed or damaged the navigation aid, take immediate corrective action to prevent further disturbances or damage, and shall notify the Coast Guard immediately as to location, and at the same time notify the Contracting Officer.

## 1.19 ENVIRONMENTAL LITIGATION

### 1.19.1 Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation", means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

## 1.20 HISTORICAL AND ARCHAEOLOGICAL FINDS



Federal legislation provides for the protection, preservation, and collection of scientific, prehistorical, historical, and archaeological data, including relics and specimens which might otherwise be lost as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, the Contractor shall immediately cease work at that location, and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage shipwrecks, artifacts or fossils uncovered during excavation, dredging and material placement operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without written permission, injures, destroys, excavates, appropriates, moves or removes any historical or prehistorical artifact, object of antiquity, or archaeological resource is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

#### 1.21 SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the Contract Clauses, the Contractor shall submit for approval a practicable Progress Schedule at the Pre-Construction Conference specified in SECTION 01200. The Progress Schedule shall be prepared and certified as complete by the Contractor's Quality Control Representative in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed, arrival date of Contractor's plant to the job site, all activities scheduled prior to dredging, dredging start and completion dates, and calendar days to completion of all work. Each activity in the construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right and shall

show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction efforts is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" with reference to overtime and extra shifts, may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates of the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on this chart nor on the periodic chart which the Contractor is required to prepare and submit, as described in "SCHEDULE FOR CONSTRUCTION CONTRACTS" of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The Contractor's progress schedule shall include a chart of the scheduled work activities plotting scheduled completion percentage based on dollar value on one axis and time on the other axis. The actual progress shall be plotted on the required periodic chart submittals to indicate the percentage of work scheduled and actually completed.

#### 1.22 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests that may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction

site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

### 1.23 PROFIT

#### 1.23.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as a percent, shall be as follows:

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	<u>25</u>		
	100		

#### 1.23.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

##### 1.23.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities

are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

#### 1.23.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

#### 1.23.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

#### 1.23.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

#### 1.23.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

#### 1.23.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

#### 1.23.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be

subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

#### 1.24 PARTNERING

In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

#### 1.25 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

(a) Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit work performed by any trade.

(b) Contractor shall be responsible for coordination of the work of the trades, subcontractors, and materials.

(c) The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subcontractors, or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Corps of Engineers projects, or for any other reason is considered by the Contracting Officer to be incompetent or otherwise objectionable.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

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## SECTION 01200

### PROJECT MEETINGS

12/00

#### **PART 1 GENERAL**

##### 1.1 PRECONSTRUCTION CONFERENCE

###### 1.1.1 Notification

An authorized representative of the Contracting Officer will schedule and conduct a preconstruction conference in conjunction with the Quality Control Coordination Meeting within ten calendar days of the anticipated start of construction. The Contractor is encouraged to have an officer of his Company at the conference. This conference will be held at a location specified by the Contracting Officer's authorized representative.

###### 1.1.2 Purpose

The purpose of this preconstruction conference is to enable the Contracting Officer's authorized representative to outline the procedures that will be followed by the Government in its administration of this construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about regulations, and any other questions he may have prior to starting the work. The Contracting Officer's authorized representative may invite other Government personnel to attend this conference.

###### 1.1.3 Topics

The following is a list of items and plans for discussion during this conference. This is not considered to be a complete listing and may be expanded or revised at the discretion of the Contracting Officer. The Contractor shall submit the following items and plans for approval prior to the preconstruction conference. All points of contact for submittal of the items and plans noted shall be provided in the Contractor's notice of award. Any questions the Contractor may have concerning the plans or program will be resolved at this meeting.

- a. Authority of the Contracting Officer's Representative and organization.
- b. Contractor's Safety Plan.
- c. Contractor's Quality Control Plan.
- d. Contractor's Environmental Protection Plan.
- e. Contractor's Progress Schedule - In the form of a bar chart showing all phases and dates for the progress of the scheduled work, including timeliness and basis of surveys, work acceptance requirements, and progress payments relative to conformance to the progress schedule.
- f. Correspondence Procedures.
- g. Contractor Labor Standards Provisions.
- h. Contractor Plan of Operations - The Contractor shall indicate his method(s) of layout and accomplishment of the scheduled work, and his verification/certification procedures for accuracy of the respective areas of work to be accomplished.
- i. Contract Modifications and Administrative Procedures.
- j. Contractor's Job Layout and Storage Area Plan.
- k. Procedures for Processing Shop Drawings, if applicable.
- l. Payment Estimate Data and Procedures.
- m. Contractor Utilities.
- n. Security Requirements and Other Regulations, if applicable.
- o. Government Furnished Equipment, if applicable.
- p. Disposition of Salvage Property.
- q. Contractor Insurance Requirements.
- r. Value Engineering Program.
- s. Contractor Performance Evaluation.

t. Contractor's Environmental Control Plan including

(1) Spill Control Plan

(2) Recycling and Waste Minimization Plan

(3) Contaminant Prevention Plan

u. Contractor Required Notification Procedures

v. Contractor's Submittal Register

#### 1.1.4 Approvals

The Contractor shall submit his Safety Plan, Quality Control Plan, and Environmental Protection Plan for review prior to this meeting. These plans may be approved or approved with comments at the conference. Construction work shall not proceed until after this meeting has been held, all specified Plans have been approved, and the Notice to Proceed has been received and acknowledged by the Contractor.

#### 1.1.5 Minutes of the Meeting

The Government will prepare legibly written or typed minutes of the meeting and will provide the Contractor with a signed original for review and concurrence. The minutes shall include all items discussed at the meeting and the Government will make all corrections provided by the Contractor and resubmit the corrected minutes to the Contractor within seven days.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

END OF SECTION



## SECTION 01270

### MEASUREMENT AND PAYMENT

12/00

#### **PART 1 GENERAL**

1.1 REFERENCES (Not Used)

1.2 SUBMITTALS (Not Used)

1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3.1 Payment Item No. 0001 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment as defined below will be paid for at the contract lump sum price for this item. Sixty percent of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the Contracting Officer considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization,

and actual demobilization costs, as determined by the Contracting Officer, at the completion of demobilization. The determination of the Contracting Officer is not subject to appeal.

#### 1.3.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations. This shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, and any other associated work that is necessary in advance of the actual dredging operations. Also included in this item is all costs for site work in advance of dredged material placement at the disposal area, including clearing and grading, demolition and removal of piping, provision of new piping, and all associated dike construction.

#### 1.3.1.2 Demobilization

Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, cleanup of site of work including the placement area, and transfer of plant to its home base.

### 1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

#### 1.4.1 Payment Item No. 0002 Maintenance Dredging

Payment to be made for costs associated with dredging the Channel and Sandtrap shall include the cost of removal and placement of material as indicated and specified exclusive of the mobilization and demobilization as defined above. The total amount of material removed and to be paid for under this

payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Government using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

#### 1.5 Misplaced Material

Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for, and the Contractor may be required to remove such misplaced material and deposit it where directed by the Contracting Officer at the Contractor's expense.

#### 1.6 Excessive Dredging

Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Over depth, and Side Slopes" will be considered as excessive over depth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in these specifications shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraphs SHOALING and FINAL EXAMINATION AND ACCEPTANCE of Section 01005.

### 1.7 Monthly Partial Payments

Monthly partial payments will be based on estimated quantities determined by the Contracting Officer.

**PART 2 PRODUCTS** (Not Applicable)

**PART 3 EXECUTION** (Not Applicable)

-- End of Section --

## SECTION 01305

### SUBMITTAL PROCEDURES

12/00

#### **PART 1 GENERAL**

##### 1.1 REFERENCES (Not Used)

##### 1.2 APPROVAL OF SUBMITTALS

The approval of submittals by the Contracting Officer's Representative (COR), shall not be construed as a complete check, but will indicate only that the general method of construction, work scheduling, and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for the dimensions, layout, and satisfactory construction of all work as indicated and specified. After submittals have been approved by the COR, resubmittal for the purpose of changing the approved Work Plan, Progress Schedule, designated Acceptance Sections, or for any other reason, will not be given consideration unless accompanied by an explanation as to why a change is necessary.

##### 1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal with the Daily CQC Report as specified for the initial submittal. If the Contractor considers any correction indicated on the submittal(s) to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given at the same time to the COR.

##### 1.4 WITHHOLDING OF PAYMENT

Payment for any part of the scheduled work accomplished by the Contractor, including transportation of the Contractor's plant to or from the site of the work, will not be made if required approvals for all parts of the scheduled work have not been obtained.

#### **PART 2 PRODUCTS (Not Applicable)**

## **PART 3 EXECUTION**

### **3.1 GENERAL**

The Contractor shall submit all items required and specified in these specifications, and as may be required by other portions of the scheduled work. The required submittals shall be listed in the Contractor's Work Plan and on the Contractor's Submittal Register Form 4288-R. All requirements of submittals shall be coordinated with SECTION 01451. Any questions regarding submittals required of the Contractor will be discussed at the Preconstruction Conference specified in SECTION 01200. At this time, and during the progress of the work, the COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Dimensions and units of weights and measures used on all submittals shall be the same as indicated and specified. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved as complete by the CQC representative as specified in SECTION 01451.

### **3.2 SCHEDULING**

Submittals covering component items forming a system or items that are interrelated, such as access/egress to the work area, and delivery/storage of materials prior to construction of features shall be scheduled to be coordinated with the requirements specified and submitted concurrently.

#### **3.2.1 Submittal and Report Identification**

All submittals and reports shall be complete, properly marked, adequately detailed, and identified with location of occurrence in the respective specification section with paragraph number, drawing number and location, and respective Plan or Report requirement, as applicable. The Contractor's CQC representative shall sign and date each submittal and report as complete.

### **3.2 SUBMITTAL REGISTER (ENG FORM 4288)**

At the end of this SECTION is a sample Submittal Register (ENG Form 4288-R) showing those plans, lists, and items of equipment and materials for which submittals are required by the specifications. The Contractor is informed this sample form may not list all submittals that may be required of the Contractor; however, the Contractor shall utilize this form as a guide to

provide, with his CQC Plan for approval, a list of all submittals required for the duration of the contract. Columns "D" through "Q" of the sample form indicate the method the Contractor is to use in identification of his submittals. The remainder of columns and how they are to be utilized during administration of the contract will be addressed at the Pre-Construction Conference as noted in SECTION 01200.

#### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

At the end of this SECTION is a sample Transmittal Form (ENG Form 4025) which shall be used for transmittal coordination of all submittals. This form shall be completed by the Contractor identifying each item to be submitted. Special care shall be exercised to ensure proper listing of the date of the submittal transmittal, specification section and paragraph number pertinent to the data submitted for each item, and numerical sequence coordination with the Submittal Register Form 4288-R, Column "B".

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**Instructions For Completing ENG FORM 4025-R, Mar 95**

A. Enter date the submittal is issued.

B. Enter the Transmittal Number under which the submittal was made.

The Transmittal Number shall have the following format:

A-B.C

Where: A is the specification section

B is a consecutive number where 1 would be the first transmittal under the given specification section, 2 would be the second transmittal, etc.

C is a consecutive number identifying resubmittals. Number 1 would be the first resubmittal, 2 the second, etc.

Examples of Transmittal Numbers under Specification Section 01451:

01451-1  
01451-2  
01451-1.1 (first resubmittal of 01451-1)  
01451-3

C. Enter name and address of Corps of Engineers reviewing office.

D. Enter name and address of Contractor.

E. Enter contract number.

F. If this is the first submittal of information for this item number, check the box for "New Submittal". If not, check the box for "Resubmittal".

G. If the "Resubmittal" box is checked, enter the previous Transmittal No.

H. Enter the specification section that applies to this Transmittal Form. A separate Transmittal Form shall be used for submittals under separate sections of the specifications.

I. Enter name and location of project.

J. Indicate whether the submittal is "For Information Only (FIO)" or for "Government Approval (Gov't Approval)".

K. Enter the Item No. as identified on the Submittal Register.

L. Enter the Description of the item submitted as identified on the Submittal Register.

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M. Enter information as necessary. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certification."

N. Enter the number of copies of submittal data attached.

O. Enter the specification paragraph number as identified on the Submittal Register using the following format:

Spec. Section - Paragraph number

P. Enter information as necessary.

Q. Enter Contractor Action Code. See reverse side of ENG Form 4025 for applicable codes.

R. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications. Attach a written statement describing the variation.

S. Review code assigned by the Government reviewer.

T. Remarks from the Contractor or Government review comments. Government review comments may also be placed on a separate sheet of paper.

U. Signature of Contractor reviewer.

V. Number of enclosures being returned to the Contractor by the Government reviewer

W. Signature and title of Government approving authority.

X. Date of review by the Government.

Other: In submitting manufacturer's literature or similar information, the Contractor shall clearly identify the item proposed for use.

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>									
TRANSMITTAL NO.		DATE		1 Jan 97					
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initialed by the contractor)				CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL					
TO:		FROM:		CONTRACT NO.		CONTRACT REFERENCE DOCUMENT			
SPECIFICATION SEC. NO. (Cover only one section with each transmittal)		PROJECT TITLE AND LOCATION		MFG OR COMPL. CAT. CURVE DRAWING OR BROCHURE NO. (See instruction no. 4)		NO. OF COPIES		FOR CONTRACTOR USE CODE	
DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.)		A		E		D		B	
ITEM NO.		1		2		3		4	
REMARKS		I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.		VARIATION		(		)	
NAME AND SIGNATURE OF CONTRACTOR		NAME AND SIGNATURE OF APPROVING AUTHORITY		DATE		SECTION II - APPROVAL ACTION			
ENCLOSURES RETURNED (List by item No.)		ENCLOSURES RETURNED (List by item No.)		ENCLOSURES RETURNED (List by item No.)		ENCLOSURES RETURNED (List by item No.)			

## **SUBMITTAL REGISTER**

[illegible]

CONTRACT NO.

CONTRACT NO.

**SPECIFICATION SECTION**

# **SUBMITTAL REGISTER**

CONTRACT NO.

### TITLE AND LOCATION

Dredging Rudee Inlet

**SPECIFICATION SECTION**

01354

[illegible]

SUBMITTAL REGISTER

(ER 415 1-10)

TITLE AND LOCATION										CONTRACT NO.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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SPECIFICATION SECTION

Dredging Rudee Inlet

**SPECIFICATION SECTION**

02881

ENG FORM 4288 July 96

## SECTION 01354

### ENVIRONMENTAL PROTECTION FOR CIVIL WORKS

12/00

#### **PART 1 GENERAL**

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

##### ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

##### 1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

##### 1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.



#### 1.3.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference which their preservation may cause to the Contractor's work under the contract.

#### 1.3.2 Special Environmental Requirements (Permits)

This section supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has already obtained environmental permits for the required dredging and dredged material placement. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development. All dredging, transport and placement of dredged material under this contract shall be in strict compliance with the conditions set forth in the Virginia Department of Environmental Quality Water Protection Permit and the Virginia Marine Resources Commission Permit that are included as a part of this contract at the end of this SECTION. The contract plans and specifications have been prepared to comply with these permits which were established during the planning and development of this project. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior approved in writing by the Contracting Officer, or any non-compliance with or violation of the conditions stated in the permits noted herein, shall be cause for the Contracting Officer issuing a stop work order. Any stop work orders issued for any of these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the Contractor.

#### 1.4 ENVIRONMENTAL PROTECTION PLAN

As a part of the Contractor's Work Plan, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. This Environmental

Protection Plan shall consist of a written narrative, as well as any supplemental drawings, documents, and photographs required to verify that the Contractor's work will be in accordance with all laws and regulations governing the work as indicated and specified. The Contractor shall submit this plan and all supplementary data for approval at the Preconstruction Conference as noted in SECTION 01200. The Contractor will be informed in writing of any revisions as may be required by the Contracting Officer and submit a final plan for final approval not later than 5 calendar days prior to start of scheduled construction activities. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance by the Contracting Officer of the Contractor's plan covering the work to be performed. The environmental protection plan shall comply with the requirements of EM 385-1-1 and include, but not be limited to, the following:

#### 1.4.1 List of State and Local Laws and Regulations

The Contractor shall provide, as part of the Environmental Protection Plan, a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

#### 1.4.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who shall be responsible for implementing and supervising the containment and cleanup.

b. Training requirements for Contractor's personnel and methods of accomplishing the training.

c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who shall report any spills or hazardous substance releases and who shall follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center at 1-800-424-8802 and the DEQ Tidewater Regional Office at (757)518-2077) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

#### 1.4.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

#### 1.4.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

#### 1.4.5 Environmental Monitoring

The Contractor shall include in the plan, as coordinated with the Job Hazard Analysis and required in the specifications, the details of environmental monitoring requirements and a description of how this monitoring will be accomplished under the laws and regulations governing the work.

#### 1.4.6 Preconstruction Survey

The Contractor shall perform a survey of the project site with the Contracting Officer and take photographs showing existing environmental conditions in and adjacent to the site. The results of this survey shall be prepared by the contractor and copies included in the plan. The preconstruction survey shall identify requirements for the following:

- a. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- b. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.
- c. Location of the solid waste disposal area.
- d. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- e. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather and dredged material placement operations, and the amount of mud transported onto paved public roads by vehicles or runoff.
- f. Methods of protecting surface and ground water during construction activities.

#### **PART 2 PRODUCTS (Not Applicable)**

#### **PART 3 EXECUTION**

### 3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

#### 3.1.1 Wetlands and Natural Habitat

Use of the Contractor's plant to construct the scheduled work, including the associated use of ropes, cables, or guys over wetlands and in natural habitat areas, shall be scheduled in a manner to disturb the marsh and natural habitat areas to the minimum necessary to accomplish the work. Any damage to wetlands or natural habitat areas shall be repaired to original condition at no additional expense to the government. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

#### 3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

#### 3.1.3 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials. Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste and dispose in compliance with Federal, State, and local requirements.

#### 3.1.4 Disposal of Contractor-Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local

regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

### 3.1.5 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

## 3.2 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

### 3.2.1 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified.

## 3.3 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws and regulations, the Contractor shall inform the Contracting Officer of proposed corrective action and immediately take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

### 3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

### 3.5 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel as a part of the weekly toolbox meetings. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, wildlife and waterfowl habitats, and construction material placement operations.

### 3.6 PROTECTION OF WILDLIFE AND VEGETATION

Certain native species in the Commonwealth of Virginia are Federally listed as threatened or endangered plant or animal species. If, in the performance of this contract, evidence of the possible disturbance to any such listed species may occur, the Contractor shall notify the Contracting Officer immediately, giving the location and nature of the findings. The Contractor is informed that the work area is in a portion of Virginia that is a native habitat for eagles, hawks, egrets, herons, pelicans, terns, and other wildlife that are identified as either endangered species protected by federal law or species of special concern for Commonwealth of Virginia agencies. All work to be performed on this contract shall be in a manner to not disturb the nesting or foraging activities of these birds and wildlife in any way. In the event the Contractor's work activities encroach upon these bird or wildlife species, the Contractor shall cease all such activity and the Contracting Officer shall be notified immediately, and shall provide such cooperation and assistance as may be necessary to preserve and protect the species. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of

performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

-- End of Section --





# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

James S. Gilmore, III  
Governor

John Paul Woodley, Jr.  
Secretary of Natural Resources

5636 Southern Boulevard  
Virginia Beach, VA 23462  
Fax (757) 518-2103  
<http://www.deq.state.va.us>

Thomas L. Hopkins  
Director

Francis L. Daniel  
Tidewater Regional Director  
(757) 518-2000

February 19, 1998

Ronald G. Vann, P.E.  
US Army Corps of Engineers, Norfolk District  
c/o Terry Getchell  
803 Front St.  
Norfolk, Va. 23510

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

RE: VWP Permit No. 92-1350  
Rudee Inlet Federal Navigation Channel Dredging

Dear Mr. Getchell:

In accordance with your application, we have enclosed the original and 1 copy of the VWP Permit for Rudee Inlet Federal Navigation Channel Dredging in Virginia Beach, Virginia, pursuant to the Virginia Water Protection Permit Regulation (9 VAC 25-210, formerly VR 680-15-02) and Section 401 of the Clean Water Act Amendments of 1977, Public Law 95-217.

The provisions and conditions contained therein according to Section 401(a)(1) of the Clean Water Act require that:

"any applicant for a Federal license or permit to conduct any activity including, but not limited to, the construction or operation of facilities, which may result in any discharge in the navigable waters, shall provide the licensing or permitting agency a certification from the State in which the discharge originates or will originate, or, if appropriate, from the interstate water pollution control agency having jurisdiction over the navigable waters at the point where the discharge originates or will originate, that any such discharge will comply with the applicable provisions of sections 301, 302, 303, 306, and 307 of this Act."

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have thirty days from the date

of service (the date you actually received this decision or the date it was mailed to you, whichever occurred first) within which to appeal this decision by filing a notice of appeal in accordance with the Rules of the Supreme Court of Virginia with the Director, Department of Environmental Quality. In the event that this decision is served on you by mail, three days are added to that period. Refer to Part 2A of the Rules of the Supreme Court of Virginia for additional requirements governing appeals from administrative agencies.

Alternatively, any owner under §§ 62.1-4.16, 62.1-44.17 and 62.1-44.19 of the State Water Control Law aggrieved by any action of the Board taken without a formal hearing, or by inaction of the Board, may demand in writing a formal hearing of such owner's grievance, provided a petition requesting such hearing is filed with the Board. Said petition must meet the requirements set forth in § 1.23(b) of the Board's Procedural Rule No. 1. In cases involving actions of the Board, such petition must be filed within thirty days after notice of such action is mailed to such owner by certified mail.

Please retain the copy and forward the original Permit to:

Permits Section  
Norfolk District - U.S. Army Corps of Engineers  
Fort Norfolk, 803 Front Street  
Norfolk, Virginia 23510

If you have any questions, please contact Michelle E. Fults at (757) 518-2160.

Sincerely,



Karen Jackson Sismour  
Permit Manager

Enclosures: Virginia Water Protection Permit

cc: U.S. Army Corps of Engineers - Norfolk District  
Virginia Marine Resources Commission - Environmental Division  
File



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

James S. Gilmore, III  
Governor

5636 Southern Boulevard  
Virginia Beach, VA 23462  
Fax (757) 518-2103  
<http://www.deq.state.va.us>

Thomas L. Hopkins  
Director

John Paul Woodley, Jr.  
Secretary of Natural Resources

Francis L. Daniel  
Tidewater Regional Director  
(757) 518-2000

VWP Permit No. 92-1350  
Effective Date: February 19, 1998  
Expiration Date: November 30, 2007

### VIRGINIA WATER PROTECTION PERMIT ISSUED PURSUANT TO THE STATE WATER CONTROL LAW AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner and in compliance with Section 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, the Department has determined that there is reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards.

Permittee: Ronald G. Vann, P.E.  
Chief, Waterways and Ports Branch

Address: US Army Corps of Engineers, Norfolk District  
803 Front St.  
Norfolk, Va. 23510

Activity Location: Virginia Beach

Activity Description: This project will provide a safe navigational channel for recreational and commercial boating activities. The sandy material from the outer channel and sand trap will be used as material for beach nourishment along the Virginia Beach Oceanfront. The finer grained material from the inner channel will be used as capping material to improve the historic anoxic conditions in Lake Wesley. The material in both sites will be placed unconfined. The sandy material will be dredged by hydraulic cutterhead dredge or "Currituck" class hydraulic special purpose dredge. It will be transported by pipeline, hopper, or barge and placed on the beachfront. The inner channel material will be dredged by hydraulic cutterhead dredge method. It will be transported by pipeline to the overboard placement site in Lake Wesley. Each annual dredge cycle involves 120,000 cubic yards of material for a total of 1,200,000 cubic yards over ten years.

The permitted activity shall be in accordance with this cover page, Part I - Special Conditions, and Part II - General Conditions.

*Francis L. Daniel for*  
Director, Department of Environmental Quality

*Feb. 20, 1998*  
Date

PART I - SPECIAL CONDITIONS

A. Adherence to Application

The conditions and limitations specified in the application and the supplemental materials submitted by the owner shall be adhered to.

B. Spill Control

The permittee shall employ measures to prevent spills of fuels or lubricants into State waters. The Department of Environmental Quality must be notified if spills do occur at the Tidewater Regional Office (757) 518-2077 or Department of Emergency Services 1-800-468-8892.

C. Construction Activity

All construction and installation associated with the activity shall be accomplished in such a manner that construction material or waste material is not discharged into State waters.

D. DEQ Notification

The permittee shall advise the Department of Environmental Quality in writing when unusual or potentially complex conditions are encountered which require debris removal or involve potentially toxic pollutants, and shall not take measures to remove the obstruction, material, or toxic pollutant, or change the location of any structure until approval by the Department is received.

E. Permit Expiration

This permit is valid until **November 30, 2007**. In accordance with the VWPP Regulation (9 VAC 25-210-80, formerly VR 680-15-02), reapplication must be made no less than 180 days prior to the expiration date of this permit.

F. Dredging and Disposal

1. All work shall be done in such a manner as to minimize sedimentation/siltation of State waters.
2. Double handling of dredged material in State waters shall not be permitted. Disposal of dredged material for beach nourishment and placement into Lake Wesley shall not constitute double handling.

3. All dredged materials pumped by hydraulic method via pipeline to the disposal area will be done in such a manner as to prevent leakage or discharge into State waters.
4. The total amount of dredged material per cycle will be approximately 120,000 cubic yards each year. Over the ten year cycle this will be equivalent to 1,200,000 cubic yards of material.
5. All dredging on the outer channel shall be performed by one of the two methods below:
  - a. Hydraulic cutterhead dredge method with transportation of the material to the beachfront by pipeline.
  - b. Hydraulic method via a "Currituck" class vessel with transportation of the material by hopper or barge to the surf zone.
6. All dredged material placed as beach replenishment must be clean, beach quality sand or compatible grain size.
7. The dredged sand shall be placed along the Virginia Beach Oceanfront for beach nourishment. The placement shall occur in the existing Federal beach erosion control project area located between Rudee Inlet and 49th Street.
8. All dredging on the inner channel shall be performed by hydraulic cutterhead dredge method with transportation of material to Lake Wesley via a pipeline.
9. The end of the dredge pipe for pipelines going to overboard disposal sites shall have a baffle plate or other apparatus attached for the purposes of more precisely controlling the placement of dredged material and increasing the settlement rate of the material.
10. Staff of the Department of Environmental Quality, Tidewater Regional Office, Virginia Water Protection Permit Program shall be notified in writing 10 days in advance of the start of dredging. Please include your permit number #92-1350 on all correspondence with this office. The notification shall be sent to:

Department of Environmental Quality  
5636 Southern Boulevard  
Virginia Beach, Virginia 23462

## PART II - GENERAL CONDITIONS

### A. Duty to Comply

The permittee shall comply with all conditions of the permit. Nothing in the regulations shall be construed to relieve the permittee of the duty to comply with all applicable Federal and State statutes, regulations and toxic standards and prohibitions. Any permit non-compliance is a violation of the Clean Water Act and State Water Control Law, and is grounds for enforcement action, permit termination, revocation, modification, or denial of a permit renewal application.

### B. Mitigation Requirements

1. The permittee shall take all reasonable steps to
  - a) avoid all adverse environmental impact which could result from the activity,
  - b) where avoidance is impractical, minimize the adverse environmental impact, and
  - c) where impacts cannot be avoided, provide mitigation of the adverse impact on an in kind basis.

### C. Reopener

This permit may be reopened to modify the conditions of the permit to meet new regulatory standards duly adopted by the Board. Causes for reopening permits include, but are not limited to:

1. When State law prohibits conditions in a permit which are more stringent than an applicable effluent limitation guideline;
2. When subsequently promulgated effluent guidelines are modified, and are based on best conventional pollutant control technology; or
3. When the circumstances on which the previous permit was based have materially and substantially changed or special studies conducted by the Department or permittee show material and substantial change since the time the permit was issued and thereby constitute cause for permit modification or revocation and reissuance.

D. Change in Management of Pollutants

All discharges and other activities authorized by this permit shall be made in accordance with the terms and conditions of this permit. The permittee shall submit a new application 180 days prior to any modification to their activity which will:

1. Result in a significantly new or substantially increased discharge of dredged or fill material, or a significant change in the nature of the pollutants; or
2. Violate or lead to the violation of the terms and conditions of the permit or the Water Quality Standards of the Commonwealth.

E. Duty to Halt or to Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

F. Compliance with State and Federal Law

Compliance with this permit constitutes compliance with Virginia Water Protection Permit requirements of the State Water Control Law. Nothing in this permit shall be construed to preclude the institution of any legal action under or relieve the permittee from any responsibilities, liabilities, or other penalties established pursuant to any other State law or regulation or under the authority preserved by Section 510 of the Clean Water Act.

G. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal property rights, nor any infringement of federal, state or local laws or regulations.

H. Severability

The provisions of this permit are severable.

I. Right of Entry

The permittee shall allow authorized State and Federal representatives, upon the presentation of credentials at reasonable times and under reasonable circumstances:

1. To enter the permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the permit conditions;
2. To inspect any facilities, operations, or practices (including monitoring equipment) regulated or required under the permit;
3. To sample or monitor any substance, parameter or activity for the purpose of assuring compliance with the conditions of the permit or as otherwise authorized by law.

For the purpose of this section, the time for inspection shall be deemed reasonable during regular business hours. Nothing contained herein shall make an inspection time unreasonable during an emergency.

J. Transferability of Permits

This permit may be transferred to another person by a permittee if:

1. The current permittee notifies the Department of Environmental Quality 30 days prior to the proposed transfer of the title to the facility or property;
2. The notice of the proposed transfer includes a written agreement between the existing and proposed new owner containing a specific date of transfer of the permit responsibility, coverage and liability between them; and
3. The Department of Environmental Quality does not within the 30 day time period notify the existing owner of its intent to modify or revoke and reissue the permit.

Such a transferred permit shall, as of the date of the transfer, be as fully effective as if it had been issued directly to the new permittee.



K. Permit Modification

The applicant shall notify the Department of Environmental Quality of any modification of this project and shall demonstrate in a written statement to the Department that said modification will not violate any conditions of this permit. If such demonstration cannot be made, the permittee shall apply for a modification of this permit. This permit may be modified when any of the following developments occur:

1. When additions or alterations have been made to the affected facility or activity which require the application of permit conditions that differ from those of the existing permit or are absent from it;
2. When new information becomes available about the operation or discharge covered by the permit which was not available at permit issuance and would have justified the application of different permit conditions at the time of permit issuance;
3. When a change is made in the promulgated standards or regulations on which the permit was based;
4. When it becomes necessary to change final dates in schedules due to circumstances over which the permittee has little or no control such as acts of God, materials shortages, etc. However, in no case may a compliance schedule be modified to extend beyond any applicable statutory deadline of the Clean Water Act;
5. When an effluent standard or prohibition for toxic pollutant must be incorporated in the permit in accordance with provisions of Section 307(a) of the Clean Water Act;
6. When changes occur which are subject to "reopener clauses" in the permit;
7. When the Department of Environmental Quality determines that minimum instream flow levels resulting from the permittee's withdrawal of water are detrimental to the instream beneficial use, the withdrawal of water should be subject to further net limitations or when an area is declared a Surface Water Management Area pursuant to State water Control Law Sections 62.1-242 through 253, during the term of the permit;
8. When the level of discharge of a pollutant not limited in the permit exceeds the level which can be achieved by available methodology for controlling such discharges;

9. When the permittee begins or expects to begin to cause the discharge of any toxic pollutant not reported in the application; or
10. When other states were not notified of the change in the permit and their waters may be affected by the discharge.

L. Permit Termination

This permit, after public notice and opportunity for a hearing, is subject to termination. Causes for termination are as follows:

1. Noncompliance by the permittee with any condition of the permit;
2. The permittee's failure in the application or during the permit issuance process to disclose fully all relevant facts or the permittee's misrepresentation of any relevant facts at any time;
3. The permittee's violation of a special or judicial order;
4. A determination that the permitted activity endangers human health or the environment and can be regulated to acceptable levels by permit modification or termination; or
5. A change in any condition that requires either a temporary or permanent reduction or elimination of any discharge of dredged and fill material controlled by the permit.

M. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

N. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act or Sections 62.1-44.34:14 through 62.1-44.34:23 of the State Water Control Law.

O. Unauthorized Discharge of Pollutants

Except in compliance with this permit, it shall be unlawful for the permittee to:

1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances, or
2. Otherwise alter the physical, chemical, or biological properties of such state surface waters and make them detrimental to the public health, or to animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses.



# COMMONWEALTH of VIRGINIA

George Allen  
Governor

Becky Norton Dunlop  
Secretary of Natural Resources

## *Marine Resources Commission*

*2600 Washington Avenue*

*P. O. Box 756*

*Newport News, Virginia 23607-0756*

William A. Pruitt  
Commissioner

September 30, 1997

Mr. Ronald G. Vann  
Chief, Civil Programs Branch  
U.S. Army Corps of Engineers  
Norfolk District  
803 Front Street  
Norfolk, Virginia 23510-1096

Re: VMRC #92-1350

Dear Mr. Vann:

This is to inform you that the Marine Resources Commission, at its regularly scheduled meeting on September 23, 1997, unanimously approved your request for a five-year extension of the above-referenced permit and a modification to include the use of a hopper dredge in the placement of approximately 150,000 cubic yards of suitable sandy dredged material annually in an unconfined manner on the downdrift beach lying north of Rudee Inlet in Virginia Beach. That approval, however, was contingent on the nourishment material being placed as close to the beach as possible, but no more than 500 feet offshore of mean high water.

Please attach this letter, the revised permit drawing, and the page 2 special conditions to your previously issued permit as evidence of the authorization contained herein.

Should you have any questions regarding this matter, please feel free to contact Mr. Randy Owen of my staff at (757) 247-2251.

Sincerely,

Robert W. Grabb  
Chief, Habitat Management

RWG:blh

HM

Enclosures

cc: Commissioner William A. Pruitt  
Mr. Frederick S. Fisher, Assistant Attorney General  
City of Virginia Beach

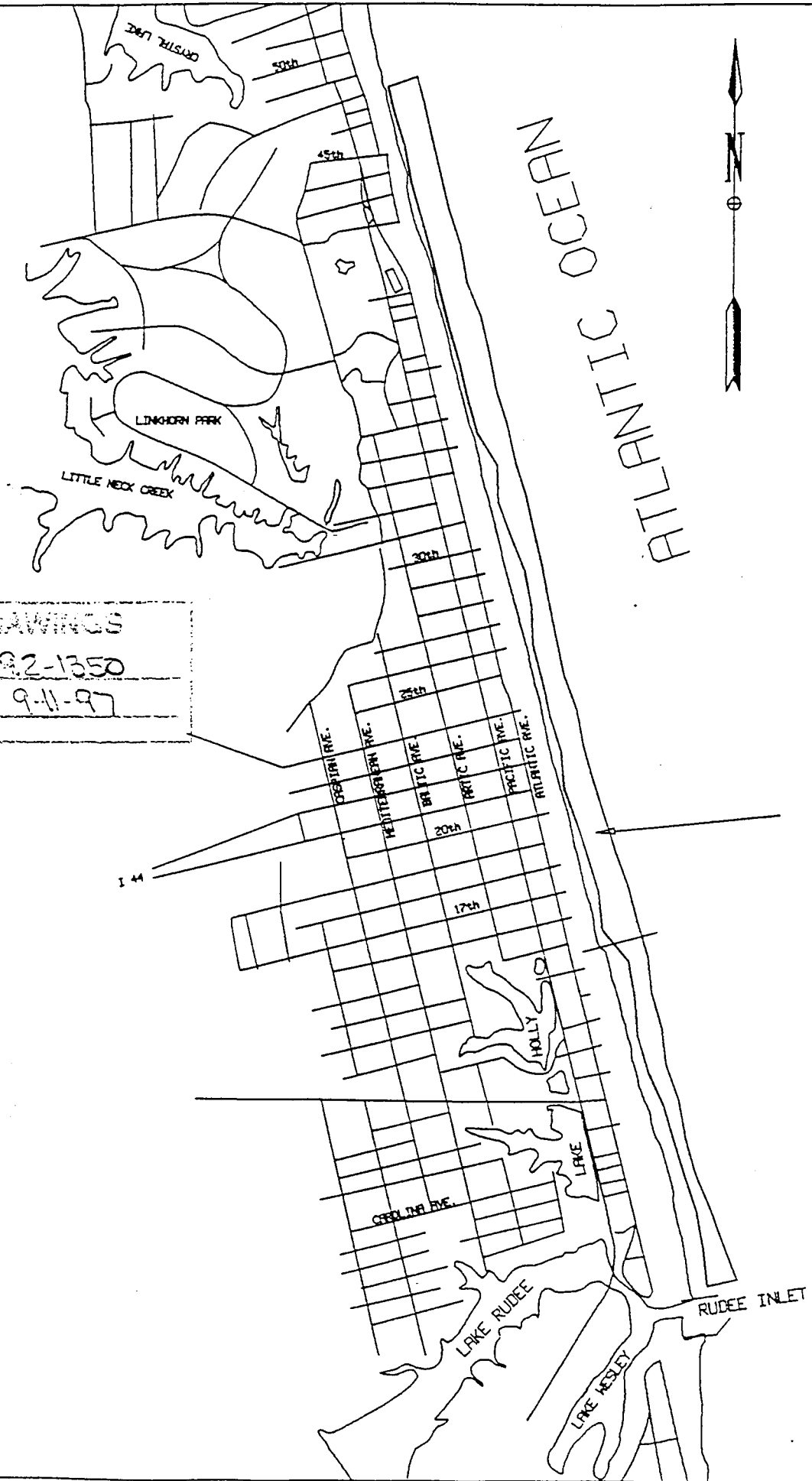
The following special conditions are imposed on this permit:

- (15) If any loss or damage to the Commonwealth is caused by or contributed to, in whole or in part, by the Permittee arising from the establishment, operation, or maintenance of said project, the liability of the Permittee therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act of August 2, 1946, as amended.
- (16) Maintenance dredging may be performed through November 30, 2002, provided the Permittee informs the Commission at least fifteen (15) days before commencement of each dredging operation.
- (17) Placement of the dredged material must be as close to the beach as possible, but no more than 500 feet offshore of mean high water.
- (18) The yellow placard accompanying this permit document must be conspicuously displayed at the work site throughout the construction phase of the authorized activity.

REVISED DRAWINGS

PROJECT 82-1350

REC'D 9-11-97



APPROXIMATE PLACEMENT AREA  
UTILIZING THE DREDGE "CURRITUCK"



WILLIAM A. PRUITT  
Commissioner  
ROBERT D. CRAFT  
Chief, Administration and Finance  
ROBERT W. GRABB  
Chief, Habitat Management  
ROBERT J. MARKLAND  
Chief, Law Enforcement  
JACK G. TRAVELSTEAD  
Chief, Fisheries Management

## COMMONWEALTH of VIRGINIA

### Marine Resources Commission

P. O. Box 756

2600 Washington Avenue

Newport News, Virginia 23607-0756

February 8, 1993

#### ASSOCIATE MEMBERS

SIGNEY - CAMDEN  
Eastville, Virginia  
GEORGE S. FORREST  
Pocahontas, Virginia  
JOHN W. FREEMAN, JR.  
Hampton, Virginia  
TIMOTHY B. HAYES  
Richmond, Virginia  
WILLIAM A. HUNNALL  
Heathsville, Virginia  
DONALD L. LIVERMAN, SR.  
Virginia Beach, Virginia  
PETER W. ROWE  
Chesapeake, Virginia  
JANE C. WEES  
Newport News, Virginia

U. S. Army Corps of Engineers  
Mr. Ron Vann  
803 Front Street  
Norfolk, VA. 23510-1096

RE: VMRC #92-1350

Dear Sir:


Enclosed is the Marine Resources Commission permit for your proposal to place up to 150,000 cubic yards of suitable sandy dredged material in an unconfined manner on the downdrift beach lying North of Rudee Inlet in Virginia Beach.

A yellow placard is also enclosed. This placard reflects the authorized activities for inspection purposes and must be conspicuously displayed at the work site throughout the construction phase. Failure to properly post the placard in a prominent location will be considered a violation of your permit conditions.

The work authorized by this permit is to be completed by November 3, 1997. All other conditions of the permit will remain in effect.

Please be advised that you may also require issuance of a U. S. Army Corps of Engineers permit before you begin work on this project. You may wish to contact them directly to verify any permitting requirements.

Sincerely,

  
Robert W. Grabb  
Chief, Habitat Management

RWG/lm

HM

Enclosure

CC: U. S. Army Corps of Engineers, Norfolk District  
Virginia Beach Wetlands Board

RC# 92-1350  
 Applicant: Army Corps of Engineers

COMMONWEALTH OF VIRGINIA  
 MARINE RESOURCES COMMISSION  
 PERMIT

The Commonwealth of Virginia; Marine Resources Commission, hereinafter referred to as the Commission, on this 24 day of November 1992 hereby grants unto: U. S. Army Corps of Engineers  
 Attn: Mr. Ron Vann  
 803 Front Street  
 Norfolk, VA 23510-1096

hereinafter referred to as the Permittee, permission to:

- ☒ Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.
- ☐ Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.

Permittee is hereby authorized to: place up to 150,000 cubic yards of suitable sandy dredged material in an unconfined manner on the downdrift beach lying North of Rudee Inlet in Virginia Beach. The aforementioned spoil material will result from the hydraulic maintenance dredging and deepening of the Rudee Inlet Federal Project Channel, associated sand trap and weir system. Permittee is additionally authorized to perform routine maintenance dredging of the inlet on an as needed basis, for a period of five years to maintain the project's dimensions. All activities authorized herein shall be accomplished in conformance with plans and drawings dated received September 18, 1992 which are attached and made a part of this permit.

This permit is granted subject to the following conditions:

- (1) The work authorized by this permit shall be completed by November 30, 1997. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension of time shall be in writing prior to the above completion date and shall specify the reason for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.
- (2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights of others.
- (3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.
- (4) The Permittee shall comply with the water quality standards as established by the Virginia Water Control Board and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the project.
- (5) This permit shall not be transferred without written consent of the Commissioner.
- (6) This permit shall not affect or interfere with the right vouchsafed to the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of acres and waters not included within the terms of this permit.
- (7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.
- (8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.
- (9) There is expressly excluded from the permit any portion of the waters within the boundaries of the Baylor Survey.
- (10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the leaseholder. The Permittee shall be liable for any damages to such lease.
- (11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.
- (12) All structures authorized by this permit which are not maintained in good repair shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.
- (13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.

This permit authorizes no claim to archaeological artifacts which may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commission, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.



The following special conditions are imposed on this permit:

15. If any loss or damage to the Commonwealth is caused by or contributed to, in whole or in part, by the Permittee arising from the establishment, operation, or maintenance of said project, the liability of the Permittee therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act of August 2, 1946, as amended.
16. Maintenance dredging may be performed through November 1, 1997, provided the Permittee informs the Commission at least fifteen days before commencement of each dredging operation and provided further that the Permittee shall certify in writing at the time of notification of intent to maintenance dredge that an adequate area for the placement of dredged material is available. Commission staff must approve the site and the spoil placement plan before commencement of maintenance dredging.
17. The yellow placard accompanying this permit document must be conspicuously displayed at the work site throughout the construction phase of the authorized activity.

VMRC # 92-1350

A permit issuing fee of \$100.00

and a royalty of n/a

for the overboard disposal and beach nourishment.

for a total of \$100.00  
6 sheets.

is due and payable upon return of this document signed by the Permittee. This permit consists of

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

PERMITTEE

Accepted for U. S. Army Corps of Engineers

11 day of December 1992

By Donald A. Van  
(Name) (Title)

State of Virginia

City (or County) of Fairfax, Va. to-wit

I, Donald A. Van a Notary Public in and for said City (or County) and State hereby certify that  
Donald A. Van Permittee, whose name is signed to the foregoing, has acknowledged the same  
before me in my City (or County) and State aforesaid.

Given under my hand this 11 day of Dec 1992

Notary Public Donald A. Van

My commission expires on the 26 day of Jan 1993

COMMISSION

IN WITNESS WHEREOF the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be executed in its behalf by

Robert W. Grabb Chief, Habitat Management

(Name)

(Title)

MARINE RESOURCES COMMISSION

8th day of February 1993

By Robert W. Grabb

State of Virginia  
City of Newport News  
Linda L. Musser

(to-wit)

Robert W. Grabb

a Notary public within and for said City, State of Virginia, hereby certify that  
whose name is signed to the foregoing, bearing the 24th day of November 1992, has  
acknowledged the same before me in my City aforesaid.

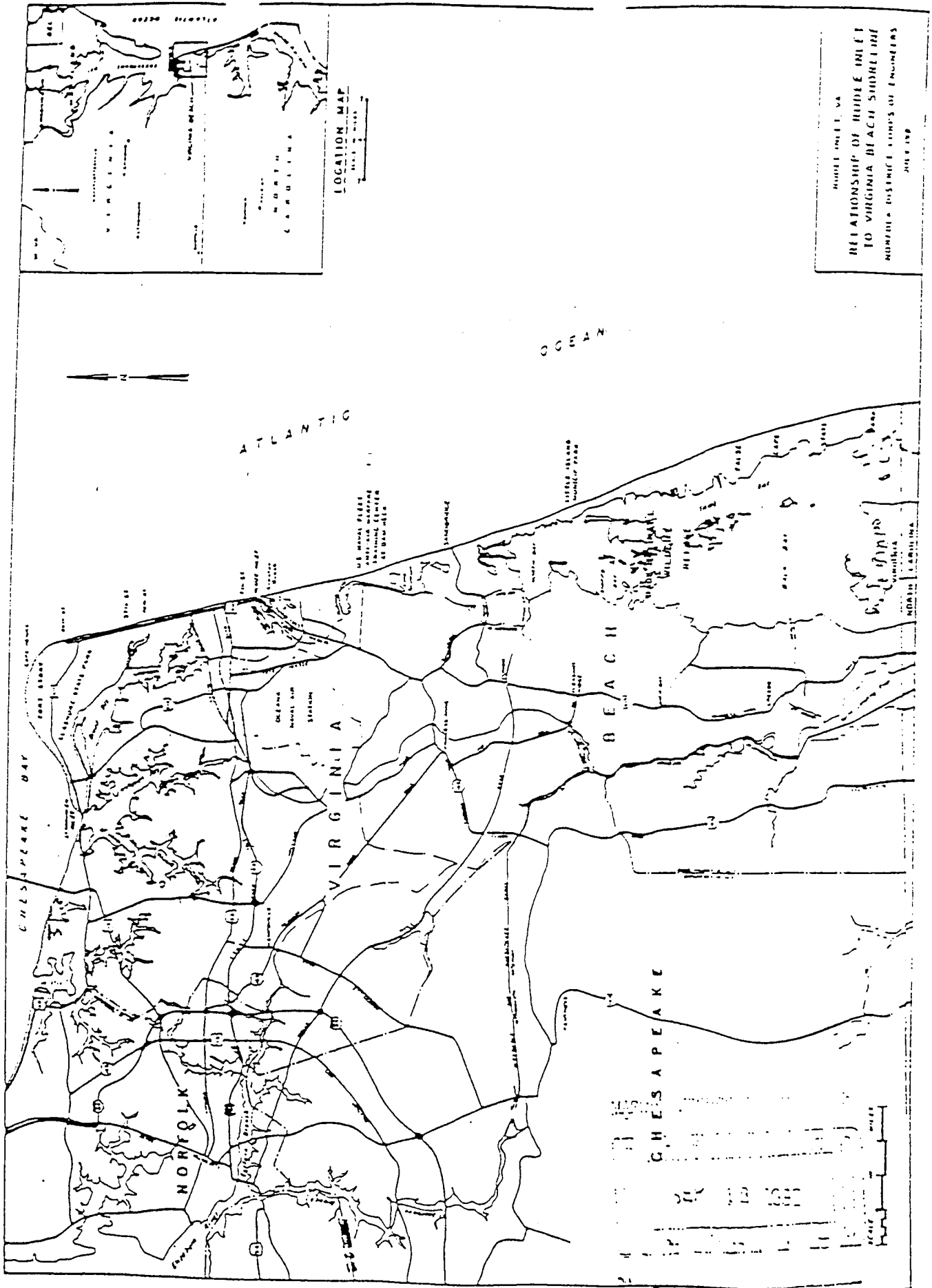
Given under my hand this 8th day of February 1993

Notary Public

Linda L. Musser

Commission expires on the 31st day of March 1996

PERMITTEE—WHITE COPY  
COMMISSION—YELLOW COPY



## SECTION 01451

### CONTRACTOR QUALITY CONTROL

12/00

#### **PART 1 GENERAL**

##### 1.1 CONTRACTOR RESPONSIBILITY

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Paragraphs "CONTRACTOR INSPECTION SYSTEM" and CONTROL. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with contract requirements. The system shall cover all work commensurate to the scheduled work operations, and shall be keyed to the limitations imposed by applicable laws and regulations and the proposed work sequence.

###### 1.1.1 Applicable Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM D 3740-\ (1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

\-ASTM E 329-\ (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

##### 1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

##### 1.3 COORDINATION MEETING

As soon as practicable after receipt of Notice of Award and

before start of the scheduled work and in coordination with the requirements of SECTION 01200, the Contractor shall meet with the Contracting Officer's Representative (COR) and discuss the Contractor's Quality Control (CQC) system. The Contractor's Project Manager, Submittals Clerk and Quality Control Manager, Dredge Captain and Plant Operators shall attend this meeting. The Contractor is encouraged to have an officer of his company and representation from any major subcontractors at the conference. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the (CQC) operations, control activities, testing, administration of the system for both onsite and offsite, and the interrelationship of Contractor and Government control and surveillance. Minutes of the meeting will be taken and prepared by the Government, signed by both the Contractor and the COR, with signed copy provided to Contractor, which shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm understandings.

#### 1.4 QUALITY CONTROL PLAN

##### 1.4.1 General

Prior to start of the scheduled work operations, the Contractor shall furnish his CQC plan to the COR for acceptance. The CQC Plan the Contractor proposes to implement shall identify the personnel, procedures, instructions, records, and forms, and, as a minimum, shall include:

- a. Description of the QM organization, including the name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

- b. The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities, and shall furnish copies to the Government at the same time.

- c. Control, verification and acceptance testing procedures

for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person or laboratory responsible for each test (laboratory facilities will be approved by the CO).

d. Procedures for processing samples, certificates, and other submittals.

e. CQC activities to be performed, including those of subcontractors, offsite fabricators, and suppliers.

f. Documentation format for CQC activities and testing.

#### 1.4.2 Notification of Changes

After approval of the CQC plan, the Contractor shall notify the COR in writing of any proposed change to his CQC System.

#### 1.4.3 Corrective Actions

If at any time the Government determines that the CQC system, personnel, instructions, controls, tests, or records are not providing scheduled work which conforms to contract requirements, action shall be taken by the Contractor to correct the deficient management.

### 1.5 QUALITY CONTROL ORGANIZATION

#### 1.5.1 CQC Organizational Staffing

The Contractor shall provide a CQC organization staff which shall have complete authority to take any action necessary to ensure compliance with the contract. The CQC organization staff shall consist of a CQC system manager and supplemental staff as specified below, who shall answer to the Contractor's Project Manager. The Project Manager (who shall not be the project superintendent) shall be an executive member of the Contractor's organizational staff, and shall have supervisory powers over the CQC organization and the project superintendent. Following are the minimum requirements for the CQC organization staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during dredging and dredged material placement operations. The actual strength of the CQC staff may vary during any specific period to cover the needs of the work.

##### 1.5.1.1 CQC System Manager

The Contractor shall identify an individual within his organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall:

a. be an experienced dredging management person with a minimum of five years experience in related work. This experience shall include successful completion of Course entitled "Construction Quality Management for Contractors". The Contractor shall complete this training within 30 calendar days of receipt of his Notice To Proceed. This course is offered periodically by the Corps of Engineers at an administrative cost not to exceed \$50.00 per person. Specific times and locations are available from the Norfolk District, Construction Operations Section, telephone (757) 441-7687.

b. be on the job site at all times during work operations and shall be employed by the Contractor.

c. be assigned as system manager but may have duties as the Project Superintendent in addition to quality control.

d. have an alternate who shall be identified in the plan to serve in the event of the CQC system manager's absence. CQC System Manager's period of absence may not exceed one week at any one time, and not more than fifteen workdays during a calendar year. The requirements for the alternate shall be the same as for the designated CQC System Manager.

#### 1.5.1.2 CQC Supplemental Staff Personnel

When necessary for a proper CQC organization, the Contractor shall add additional staff at no cost to the Government. The staff shall be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the dredging operations. These individuals shall:

a. be employed by the Contractor, unless waived in writing by the Contracting Officer (CO). All CQC staff members shall be subject to interview prior to acceptance by the Contracting Officer.

b. assist and be responsible only to the CQC system manager. These personnel may perform other duties, but shall be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed

sufficient time to carry out these responsibilities.

c. be physically present at the scheduled work site during work on their areas of responsibility.

d. have the necessary education and experience to ensure contract compliance and shall be responsible for assuring the Contractor's work complies with the contract requirements for their area of specialization.

#### 1.5.2 Organizational Changes

The Contractor shall obtain the Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

#### 1.6 SUBMITTALS

Submittals shall be accomplished as specified in Section 01305 SUBMITTAL PROCEDURES and as may be required in the respective specification. The CQC Manager shall be responsible for certifying that all submittals are in compliance with the contract requirements.

#### 1.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, including that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, mobilization and demobilization of the Contractor's plant, sitework and related operations, plant operations in conjunction with environmental monitoring and testing, and will be keyed to the proposed construction sequence. The controls shall be subject to the approval of the Contracting Officer and include at least three phases of control to be conducted by the CQC system manager for all definable features of work as follows:

##### 1.7.1 Preparatory Phase

This phase shall be initiated after the Pre-Construction Conference, performed prior to beginning work on each definable feature of work, and shall include as a minimum the following:

a. A review of each paragraph of applicable specifications.



b. A review of the contract plans.

c. A check to assure that all plant and equipment to be employed in the work has been tested, required documentation has been submitted, and their use on the work has been approved as specified.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the respective work areas to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of approved equipment and plant to do the scheduled work is on hand and conforms to job requirements. A verification check to assure each item of plant and equipment is properly manned for the scheduled work.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work, including repetitive deficiencies, and document construction tolerances and workmanship standards for each respective phase of work.

i. A check to ensure that the portion of the plan and operations method for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC system manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

#### 1.7.2 Initial Phase

This phase shall be accomplished at the beginning of each definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory phase.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

d. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

e. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC system manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications. Exact location of initial phase inspections and verifications shall be indicated for future reference and comparison with follow-up phases.

f. The initial phase shall be repeated for each new crew to work on-site, when changes to approved plans or schedules are required, and any time acceptable specified quality standards are not being met.

#### 1.7.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work is accomplished. The checks shall be made a matter of record in the Daily CQC Report documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by any preceding deficient work. The Contractor shall not build upon or conceal non-conforming work.

#### 1.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted by the Contractor on the same definable features of work when directed by the COR.

## 1.8 TESTS

### 1.8.1 Testing Procedures

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall procure the services of an industry recognized testing laboratory or he may establish an approved testing laboratory at the project site. A list of tests which the Contractor understands he is to perform shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities and record and provide the following data:

(a) Verify that testing procedures comply with contract requirements.

(b) Verify that facilities and testing equipment are available and comply with testing standards.

(c) Check test instrument calibration data against certified standards.

(d) Verify that recording forms, including all of the test documentation requirements, have been prepared.

(e) Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

## 1.8.2 Testing Laboratories

### 1.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils shall meet criteria detailed in \-ASTM D 3740-\ and \-ASTM E 329-\\.

### 1.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge, equal to the cost of each recheck, to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

### 1.8.2.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 1.8.2.4 Transportation of Samples for Testing

Cost incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory or other place designated, as directed by the COR.

## 1.9 DOCUMENTATION

### 1.9.1 Current Quality Control Records

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form, complete, legibly written or typed, and shall include factual evidence that required quality control activities and tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom.
- d. Test and control activities performed with results and references to specifications/plan requirements. List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. These records shall indicate a description of trades/workmen working on the project, the number of personnel working, weather conditions encountered, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment utilized in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the COR and one copy sent facsimile to CENAO-TSD, attention Richard L. Klein at (757) 441-7664 daily within twenty-four hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 1.9.2 Deficiency Tracking Log

The Contractor shall establish and maintain a daily formal deficiency tracking log that shall be kept at the job site. The log shall include as a minimum the following:

- a. Contract title and number.
- b. Deficient work (by an identification number).
- c. Description of corrective action(s).
- d. Date reported.
- e. Date corrected.
- f. Reported by.

### 1.10 NOTIFICATION OF NONCOMPLIANCE

The COR will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification and be recorded in the Daily Report of Operations. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

### 1.11 MEASUREMENT AND PAYMENT

Separate payment will not be made for any work performed under this section and all associated costs shall be included in the cost for all bid items.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION (NOT USED)**

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## SECTION 01500

### TEMPORARY CONSTRUCTION FACILITIES

12/00

#### **PART 1**

##### **1.1 SITE PLAN**

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any areas to be used by the Contractor, the type of facilities to be used, avenues of ingress/egress to the areas, and details of installation. The actual location of Contractor storage, staging, toilet facilities, and any office areas the Contractor may wish to utilize are subject to the approval of the Site Plan by the Contracting Officer. Any toilet facilities used shall be fully self-contained.

##### **1.2 AVAILABILITY AND USE OF UTILITY SERVICES**

The Contractor is informed that utility services are not available in the work area and any such use or need by the Contractor shall be at his expense.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

SECTION 01850

DRAWING INDEX

\*The following drawings are included as a part to this Solicitation\*

Norfolk  
District  
File No.

Title

H-31-11-52  
(in 3 sheets)

Rudee Inlet  
Plans for Dredging  
Survey of October 2000



## SECTION 02881

### DREDGING

12/00

#### **PART 1 GENERAL**

##### 1.1 PLANT

The Contractor shall perform the scheduled dredging work on this contract with a hydraulic pipeline dredge with a minimum plant weight of 600,000 pounds, a minimum 1,000 horsepower continuous to the pump, and capable of safely and efficiently working in an open ocean environment as indicated and specified. The Contractor must provide as a part of his bid a signed certificate that verifies his plant to be used on the scheduled work meets the weight and horsepower requirements as specified. The signed certification shall be accompanied by documentation of proof the plant has been used to dredge similar material in an ocean environment and at a production rate sufficient to accomplish the work as scheduled for this contract. Equipment and machinery, including pipelines and supporting plant associated with dredging and placement operations, shall be subject to inspection and approval by the government and kept in good condition at all times. Any leaks or deficiencies shall be promptly and properly repaired. At the end of each work day, beach placement equipment such as tractors, wheeled-lifting equipment, bulldozers, trucks and like equipment shall be parked within an area as designated by the Contracting Officer. No reduction in the capacity of the plant, once inspected and approved by the government to be sufficient for employment on the work, shall be made except by written permission of the Contracting Officer. The measure of the "capacity of Plant" shall be its actual performance on the work to which these specifications apply. The Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is sufficient to accomplish the scheduled work in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall be clearly designated with the dredge name, contract number,

pump function (main pump, ladder pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance (i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as accessways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

## 1.2 CHARACTER OF MATERIALS

The material to be removed is the shoaling that has occurred since the Channel and Sandtrap were last dredged. Bidders are expected to examine the site of work and decide for themselves the character of the materials. The records of previous dredging are available in the Operations Branch at the Norfolk District. The Government does not warrant the accuracy of the records of previous dredging. Local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered as being materially different within the purview of Contract Clause "DIFFERING SITE CONDITIONS".

### 1.2.1 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. The Contractor shall advise the Contracting Officer immediately of any obstructions or other debris of this nature that is encountered.

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION**

### 3.1 PLACEMENT OF EXCAVATED MATERIAL

#### 3.1.1 General

The Contractor shall use the designated Government furnished shoreline placement area as indicated. The Contractor shall comply with all terms and conditions of the Department of Environmental Quality (DEQ) Water Protection Permit and the Virginia Marine Resources Commission Permit that are included as a part of this contract at the end of SECTION 01354 ENVIRONMENTAL PROTECTION FOR CIVIL WORKS.

### 3.1.2 Government Furnished Shoreline Placement Area

The material excavated shall be transported and deposited by a hydraulic pipeline dredge within the Virginia Beach Placement Area as indicated. The dredge pipeline shall be placed on the beach against the eastern edge of the seawall in a manner as approved by the Contracting Officer. Ingress and egress to the beach for construction equipment shall be limited to the Government easement located at 2<sup>nd</sup> Street. The Contractor shall only use rubber-tired vehicles to transport equipment and machinery to the beach placement area. Fill placement and grading shall commence at the point indicated. Placement shall progress uniformly Northward, as required, until dredging is completed. The dredged material shall be placed to an elevation of +9.0 feet above MLLW (NOS) with a berm width of 200 feet from the concrete seawall, and shall continue into the Atlantic Ocean surf zone with a foreshore side slope of one foot vertical to ten feet horizontal.

### 3.1.3 Placement Area Control

If the Contractor performs the work in a manner that placement area control points, range markers and buoys are physically placed in the field or are otherwise required to accomplish the work, all such markings shall be provided by a professional engineer or surveyor licensed in the Commonwealth of Virginia. The Contractor shall mark the alignment of the 200-foot berm with the markings placed a maximum of 100 feet apart and each with a mark indicating the +9.0-foot and +10.0-foot MLLW (NOS) elevations. The markings shall be placed in the immediate work areas only and shall be promptly removed as the work areas are accepted by the Government. The Government shall verify all in-place markings before dredging and placement operations commence. The Contractor shall give the Contracting Officer at least 14 calendar days notice prior to commencement of dredging operations to assure the completion of the initial Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. The requirements for final construction and acceptance of the dredged material are

specified below.

#### 3.1.3.2 Method of Discharge

The Contractor shall install a baffle plate or other approved apparatus to the discharge end of the dredge pipeline that precisely controls the placement of the dredged material and increases the settlement rate of the material to the maximum extent practicable.

#### 3.1.3.3 Temporary Containment and Spreading of Dredged Material

The Contractor shall construct temporary longitudinal control dikes as required to capture sufficient dredged material to construct the required berm and side slopes within the acceptable tolerances specified below. Temporary longitudinal control dikes shall be constructed in a manner that requires the effluent water to travel a minimum distance of 200 feet, measured horizontally, prior to returning to the waters of the Atlantic Ocean. The dredged material shall be spread by any one method or combination of the following methods:

- a. Frequently relocating the discharge end of the pipeline.
- b. Incorporating a series of pipeline ends using y-connectors, valves, or a combination of y-connectors and valves and placing the dredged material simultaneously or intermittently on the berm and side slope.
- c. Leave the pipeline stationary and place the dredged material as to form a mound not exceeding +13.0 feet MLLW (NOS) elevation. At this time the material shall be mechanically spread to specified grade and slope.

The Contractor may utilize either method or combination of methods; however, his proposed placement plan shall be submitted as a part of the overall work plan and will be subject to approval of the Contracting Officer.

#### 3.1.3.4 Dressing and Final Acceptance of the Virginia Beach Placement Area

The beach surface area shall be dressed to an acceptable vertical tolerance of 0.5 foot above and 0.5 foot below the +9.0 feet MLLW (NOS) elevation. The Contractor shall determine the final berm length based on surveys made immediately before dredging and his particular construction practices. The berm shall be dressed to 200 feet from the concrete seawall with an

acceptable horizontal tolerance of plus or minus 5.0 feet. Formal acceptance of the Virginia Beach Placement Area shall consist of on-sight inspections by the Contracting Officer's Representative and the Contractor. The acceptance inspections shall be conducted over 1,000-foot sections commencing with the starting point and proceeding northward until the scheduled dredging and dredged material placement operations are completed. Final acceptance of the Virginia Beach Placement Area shall include the removal of all dredge discharge pipeline and Contractor equipment, all markings and stakes placed by the Contractor for the control of his work, clean-up of all trash and debris, and the dressing to acceptable tolerances of all areas affected by the Contractor's operations. The Contractor shall take minutes of all on-site inspections, and all parties present shall sign the completed inspection conclusions. Copies of all minutes from inspections shall be included separate of the Daily Report of Operations.

#### 3.1.3.5 Additional Safety Assurance

The Virginia Beach Placement Area is a resort beach and may be significantly used by the general public for the duration of this contract. The Contractor shall construct a sand ramp across the dredge discharge pipeline at each block to provide safe and easy access along the beach and to the ocean. All work shall be subject to the approval of the Contracting Officer. During actual placement operations, a minimum of a 500-foot beach area shall be barricaded from public access to the immediate site of the work in a manner as approved by the Contracting Officer. During night time operations, the dredge discharge pipeline and point of discharge, as well as all ramp areas provided as access across the discharge pipeline, shall be clearly marked and well lighted as approved by the Contracting Officer.

#### 3.1.3.6 Storm Drain Outfalls

Temporary maintenance of storm drain outfalls along the beach placement area and all associated costs shall be the responsibility of the Contractor. The outfalls are situated between the concrete seawall and the surf zone in the vicinity of the 16<sup>th</sup> Street pump station. The Contractor shall maintain the outfalls free of debris and sand at all times in a manner as approved by the Contracting Officer. The Contractor shall

determine the exact location of these and all storm drain pipes and shall take all precautions required to protect and ensure proper function of the pipes, as approved by the Contracting Officer.

#### 3.1.4 Water Quality Monitoring Controls

The Contractor shall take all precautions that in the opinion of the Contracting Officer may be necessary to minimize the escape of dredged material into the navigable waters. The Contractor shall provide constant monitoring of the placement operations when dredging and material placement operations are in progress. Monitoring personnel shall have fully functional two-way radio communications with the dredge operator at all times when dredging is in progress. Frequent communication checks shall be made to assure proper material placement during dredging operations. In the event of any communications failure or improper material placement is determined, all dredging and placement operations shall be immediately suspended until communications are restored as approved by the Contracting Officer, or in the event of improper material placement, until proper material placement procedures are reestablished by the Contractor as approved by the Contracting Officer. All costs resulting from suspensions of work as specified above shall be the responsibility of the Contractor and at no additional expense to the government.

#### 3.1.5 Warning Signs

The contractor shall erect and maintain at his own expense suitable navigation warning signs at each end of a submerged pipeline and at any other points necessary to prevent hazards to navigation.

#### 3.1.6 Examination of Pipeline

The pipeline, including connections used for a submerged line, shall be examined and determined to be in good condition to reasonably expect it to last throughout the job without wearing to the extent of allowing leaks.

##### 3.1.6.1 Leaks

In the event that leaks occur anywhere in the pipeline, the

contractor will be required to immediately discontinue using the respective equipment until the leaks are stopped. The contractor shall also be required to recover at no cost to the Government any material improperly placed because of a leak or leaks in the equipment.

### 3.2 REQUIRED DREDGING PRISM, OVERDEPTH, AND SIDE SLOPES

#### 3.2.1 Required Dredging Prism

Within the specific areas indicated to be dredged or areas approved by the Contracting Officer, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified. The actual quantity within the required dredging prism will be computed from the last surveys made before dredging.

#### 3.2.2 Overdepth

To cover inaccuracies of the dredging process, payment for dredging will be allowed at the contract price to the following maximum depths below MLLW (NOS) over the corresponding specified dredging areas:

<u>LOCATION</u>	<u>MAXIMUM PAYABLE DEPTH</u>
<u>Entrance Channel</u>	
Sta. 24+95 to Sta. 27+75	To 12.0 feet
Sta. 28+25 to Sta. 29+75	To 12.0 feet
Sta. 29+75 to Sta. 34+75	To 13.0 feet
Sta. 34+75 to Sta. 41+00	To 14.0 feet
<u>Sand Trap</u>	To 20.0 feet

#### 3.2.3 Side Slopes

Material actually removed, within limits approved by the Contracting Officer, to provide for final side slopes not flatter than 1-vertical on 4-horizontal over the Entrance Channel between Sta. 34+75 and Sta. 41+00, and to provide for final side slopes not flatter than 1-vertical on 2-horizontal over the remaining specified dredging locations, but not in

excess of the amount originally lying above these limiting side slopes, will be estimated and paid for, whether dredged in original position or after falling into the cut. In computing the limiting amount of side-slope dredging, an overdepth of 2 feet measured vertically will be used for the Entrance Channel and Sand Trap.

#### 3.2.4 Method of Obtaining Soundings

Soundings to determine the volume of material removed under this contract will be made with an Innerspace Technology, Inc. Model 448 Thermal Depth Sounder Recorder with an operating frequency of 208 kilohertz and a 3 degree beamwidth at -3db. The equipment will be calibrated by the bar/ball check or velocity probe method to compensate for variations of the velocity of sound in water.

#### 3.2.5 Basis of Surveys

The Government hydrographic surveys shall be the sole basis for determining payment for dredging and final acceptance.

### 3.3 QUALITY CONTROL

The contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

#### 3.3.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor including but not limited to the following:

##### 3.3.1.1 Placement Area Inspections and Tests

Inspection for adequacy of placement area control and drainage, material discharge and advancement methods, inspection for any required placement area maintenance, adequacy and stability of placement area structures, and surveillance for breaks in piping.

##### 3.3.1.2 Dredging Area Inspections and Tests



Inspections and tests to assure water quality standards are not exceeded in the vicinity of the dredge during dredging operations.

#### 3.3.1.3 Equipment and Machinery Requirements

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and the procedures associated with each respective item of equipment, shall be subject to the approval of the Contracting Officer. Verification of current calibration for each respective item of equipment, as approved by the Contracting Officer, shall be provided by the Contractor prior to use of the equipment on the work. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

#### 3.3.1.4 Miscellaneous Inspections and Test Records

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control Plan and furnished to the Contracting Officer as a part of the Daily Quality Control Report.

#### 3.3.1.5 Inspection and Test Records

A copy of the records of inspections and tests, as well as record of corrective action taken, shall be provided to the Contracting Officer with the Daily Report of Operations.

#### 3.3.1.6 Reporting and Certificates

All measuring, plotting, and recording equipment and procedures shall be subject to the approval of the Contracting Officer. Verification of their calibration, certified by the Contractor's Quality Control Representative, shall be furnished prior to use on the work. All records produced by the equipment shall be authenticated by the authorized representative of the contractor and then provided to the Contracting Officer with the Daily Report of Operations.

### 3.4 REPORTING REQUIREMENT

The Contractor shall prepare and maintain a daily report of operations and furnish copies daily to the Contracting Officer.

A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference noted in Section 01005. The Contractor shall also furnish the following item(s) daily to the Contracting Officer during dredging operations:

(1) For hydraulic dredges:

(a) Copy of dredge leverman's log.

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